

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Plattsburgh Housing Authority</u> PHA Code: NY018 PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): _____																										
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>558</u> Number of HCV units: <u>191</u>																										
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																										
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) Included in the Consortia</th> <th rowspan="2" style="width: 20%;">Programs Not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1:						PHA 2:						PHA 3:					
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PHA 1:																											
PHA 2:																											
PHA 3:																											
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.																										
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the Plattsburgh Housing Authority is to ensure adequate, safe, decent and affordable housing and to promote opportunities for residents' self-sufficiency and economic independence.																										
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. Increase the availability of decent, safe and affordable housing. (1) Expand the supply of assisted housing: A. The PHA will continue to reduce public housing vacancies by combining zero bedroom apartments into one-bedroom apartments. B. Use existing office space to become two one-bedroom accessible senior apartments. C. Federalize the NYS PHA development to allow for more programs and resident assistance. (2) Improve the quality of assisted housing by: A. Continually trying to improve public housing management. B. Continue to improve voucher management. C. Increase customer satisfaction by the central office becoming accessible and near the family developments. D. Renovate or modernize public housing units attempting to improve their appearance and become more energy efficient. (3) Increase assisted housing choices by: A. Educating applicants on housing quality standards. B. Conduct informational outreach to existing and potential voucher landlords. Improve community quality of life and economic vitality. (1) Provide an improved living environment. A. Continue to implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments. B. Implement measures to promote income mixing in public housing and assuring access for lower income families into higher income developments. C. Continue to increase public housing security. D. Continue the Designated Housing developments or buildings for particular resident groups (elderly, persons with disabilities). E. Establish smoke-free/pet-free floors in high rise units and smoke-free/pet-free buildings in family housing. F. Update the PHA website to include the ACOP and Administrative Plan, PHA policies, and frequently requested forms. Promote self-sufficiency and asset development of families and individuals. (1) Promote self-sufficiency and asset development of assisted households. A. Provide and continue to attract supportive services to improve assistance for recipients' employability. B. Continue to provide Ted K Center to insure all children have a safe warm place to go to after being released from school. C. Continue to work with the local Labor Department to advertise training and job openings available locally D. Provide or attract supportive services to increase independence for the elderly or families with disabilities. Ensure equal opportunity in housing for all Americans. (1) Ensure equal opportunity and affirmatively further fair housing. A. Continue to take affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability. B. Continue to take affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability. C. Continue to take affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required. Addendum A: <u>Addressing VAWA in PHA</u>																										

6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>A complete copy of Plattsburgh Housing Authority's Admissions & Continued Occupancy Policy is posted with cover sheets showing all revisions to the policy. A complete copy of Plattsburgh Housing Authority's Housing Choice Voucher Administrative Plan is posted with a cover sheet indicating all revisions to the plan. The plan consists of financial resources, rent determination, maintenance management policies, grievance procedures, designated housing for elderly and disabled families, community service and self-sufficiency programs, safety and crime prevention, pet policy, civil rights certification, the most recent fiscal year audit, copy of the agency asset management plan, and the Violence Against Women Act statement. Please see Attachment A for the changes in the ACOP and Attachment B for the changes in the Administrative Plan.</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>Copies of the 2010 PHA Plan will be available at the main office in AMP 102 and the Ted K. Center in AMP 101.</p>
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs: The Plattsburgh Housing Authority continues to find a shortage of safe affordable housing within the City of Plattsburgh. The housing market within the City consists of older homes built primarily in the early 1900's. Because of the continued need for college housing and the rental rate landlords can get for college units, the general housing market suffers with escalated rents and apartments that are aging with limited capital investment. The units that are the most difficult to locate are the single bedroom units for the non-elderly. This is due to the fact that income is not as lucrative for such units. The single one bedroom Senior unit has been adequately addressed. There is also a shortage of units for the disabled low income resident again due to the age of the housing market and the rate of rent that is the result of the additional cost to supply. There appears to be limited issues for the racial or ethnic groups when it comes to housing in the North Country.</p>
9.1	<p>Strategy for Addressing Housing Needs. The Plattsburgh Housing Authority will continue to maximize the number of affordable units by minimizing the number of turnaround days for vacated PHA units. Furthermore, the PHA will continue to address the needs of accessibility through Force Account Labor constructing new units in the present PHA office space and combining efficiencies in the Senior high rises to make them more marketable. The proposed federalization of Hortense Sterns Apartments will improve the availability of the need for the single person. The HCVP will continue to monitor the payment standards, maintain and increase HCVP lease up rates by marketing the program to owners, and effectively screening applicants. The PHA is a member of the Clinton County Housing Coalition which works to assist the citizens in the county to find affordable safe housing.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>The Plattsburgh Housing Authority has continued to work with the funding available to improve the quality of the PHA units, which help to attract more applicants. The partnership with the City of Plattsburgh Police Department has continued to identify and address issues that without a police officer assigned to the PHA, we would have minimal access to. With the fulltime presence of the police department boarder and drug identification is much quicker and has resulted in fewer violations.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>The PHA's definition of "significant amendment" is when there is considerable influence or affect on the process and requirements of a program. Two good examples of a "significant amendment" is the institution of the Pet Policies in the Plattsburgh Housing Authority ACOP. Also, the introduction of VAWA to the Plattsburgh Housing Authority ACOP and Administrative Plans.</p> <p>The PHA's definition of "substantial deviation/modification" is a change to a present policy that is important to the PHA and the Residents thereof. Good examples of "substantial deviation/modification" are the designation of PHA housing units as no pet/no smoking areas and the discontinuation of third party verification in both the Public Housing and Housing Choice Voucher programs.</p>

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none">(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.(g) Challenged Elements(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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ATTACHMENT C: RESIDENT ADVISORY BOARD

The PHA met with the both a Senior and a Family Resident Advisory Board. Comments during the pre-meetings were of a physical needs issue primarily. This resulted in the PHA mailing all residents a memo with a stamped return envelope explaining the physical needs questionnaire the attached physical needs requests.

Site Managers and staff were also given a management survey and the surveys that coincided with their work sites. This gave all staff the opportunity to identify their work needs and the needs they identified that the families needed or the items that were repair and maintenance issues.

The results of the surveys were much larger and more detailed than we expected. Staff worked at combining the newly collected information and used information in creating the CFP 5 yr. plan. Copies of the surveys are attached.

In the process of approaching every resident the management staff became aware of issues of neighborhood concerns, suggestions for snow removal, the need for additional storage and the appreciation of the Ted K Center and staff.

Please see the following forms.

Part I: Summary	
PHA Name: Plattsburgh Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2010 FFY of Grant Approval:	

Type of Grant
 Original Annual Statement **Reserve for Disasters/Emergencies** **Revised Annual Statement (revision no: _____)**
 Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	100,000			
3	1408 Management Improvements	33,000			
4	1410 Administration (may not exceed 10% of line 21)	89,000			
5	1411 Audit	1,000			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	26,500			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	75,000			
10	1460 Dwelling Structures	575,830			
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Non-dwelling Structures	0			
13	1475 Non-dwelling Equipment	9,000			
14	1485 Demolition	0			
15	1492 Moving to Work Demonstration	0			
16	1495.1 Relocation Costs	5,000			
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part I: Summary						
PHA Name: Plattsburgh Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval:	
Type of Grant						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA	0				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0				
19	1502 Contingency (may not exceed 8% of line 20)	0				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	914,330				
21	Amount of line 20 Related to LBP Activities	81,500				
22	Amount of line 20 Related to Section 504 Activities	199,500				
23	Amount of line 20 Related to Security - Soft Costs	33,000				
24	Amount of line 20 Related to Security - Hard Costs	0				
25	Amount of line 20 Related to Energy Conservation Measures	121,330				
Signature of Executive Director		Date		Signature of Public Housing Director		
				Date		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Plattsburgh Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
NY 18-101 Lake City Family Housing	Asbestos/LBP Monitoring	1430.2	5,000					
	Force Account Site Renovation	1450	37,500					
	Abatement	1460	37,500					
	F.A. Bldg. Renovations	1460	75,000					
	Window Replacement	1460	73,830					
	Relocation Costs	1495.1	5,000					
	18-101 Family Housing Subtotal		233,830					
NY 18-102 Lake City Senior Housing	Asbestos/LBP Monitoring	1430.2	1,500					
	Force Account Site Renovations	1450	37,500					
	Force Acct. Bldg/Apt Renovations	1460	155,000					
	Abatement	1460	37,500					
	Emergency Generator/Control Replacement	1475.2	1,000					
	Renovate Office Space to Accessible Apts.	1460	122,000					
	Elevator Pit Repair	1475	8,000					
	Combine Efficiencies Apt/Renovate	1460	75,000					
	18-102 Senior Housing Subtotal		437,500					

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: Plattsburgh Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFPP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
HA Wide	Operations	1406		100,000				
	HA Wide Subtotal			100,000				
Management Improvements	Drug Prevention	1408		33,000				
	Mgmt Improvement Subtotal			33,000				
Non-Tech Salaries	Administration	1410.1		80,000				
	Staff Training	1410.1		4,000				
	Web Page Administration	1410		5,000				
	Non-Tech Salaries Subtotal			89,000				
CFP Audit	Audit	1411		1,000				
	CFP Audit Subtotal			1,000				
A & E Fees	A/E	1430.1		20,000				
	A & E Fees Subtotal			20,000				
	HA WIDE TOTAL			243,000				
	GRAND TOTALS			914,330				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Plattsburgh Housing Authority				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
NY 18-101 Lake City Family Housing	06/12/2012		06/12/2014		
NY 18-102 Lake City Senior Housing	06/12/2012		06/12/2014		
HA Wide	06/12/2012		06/12/2014		
Mgmt. Improvements	06/12/2012		06/12/2014		
CFP Audit	06/12/2012		06/12/2014		
A/E Fees	06/12/2012		06/12/2014		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Chapter 10

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

Part I: Assistance Animals. This part explains the difference between assistance animals and pets and contains policies related to the designation of an assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705]

10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that assist, support, or provide service to a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

PHAs have the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the PHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

All pets shall be registered with the Management Office and approved prior to them being in the unit. Registration shall consist of providing:

1. A non-refundable annual pet fee of \$25 due each July;
2. Basic information about the pet (type, age, description, name, etc.);
3. Proof of inoculations and licensing;
4. Payment of a pet deposit of \$325 (or \$75 for elderly and disabled households) and a non-refundable registration fee of \$25 is to be paid in full;
5. Completed pet registration form which is a pet agreement between the PHA and the household requesting a pet.

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the pet is in the unit prior to registration

If the PHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Pet Agreement

PHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the PHA to include providing the name, address, and phone number(s) of two or more persons who will care for the pet if the resident is unable to do so; or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the PHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHA's may not require pet owners to have any pet's vocal cords removed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

PHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

Reptiles; except small lizards such as chameleons

Rodents; except hamsters and gerbils

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

Any dog or cat whose adult weight will exceed 25 pounds or 15 inches in height

Cats and dogs less than (3) three months old

Dogs of the pit bull, Doberman or Rottweiler breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

The PHA will use www.doggies.com or accept a statement from a veterinarian to verify the projected adult weight.

Number of Pets

PHA Policy

Residents may own only 1 pet; a cat or a dog or one other common household pet except:

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 50 gallons. Such a tank or aquarium will be counted as 1 pet. Poisonous or dangerous fish are not permitted.

In the case of birds, a maximum number of two birds may be permitted and will be counted as 1 pet.

Other Requirements

PHA Policy

All dogs and cats must be spayed or neutered by the age of seven (7) months old. Failure to comply will result in a pet violation as described on page 10-10 in the Pet Rule Violation. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually.

Pets must have the proper inoculations; including the rabies vaccination at the time of registration and annually.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

PHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

PHA Policy

Pets are not permitted in the housing offices, maintenance shops/areas, playgrounds, community rooms, laundry rooms and office areas of the buildings. They are permitted in the halls and main lobby of the high rise buildings for the purpose of going from and entering the buildings. They may not be exercised in the halls or lobbies.

Exercising common sense and common courtesy with respect to other residents who may have sensitivities or allergies to, be easily frightened of or dislike pets.

Cleanliness

PHA Policy

Each pet owner shall be fully responsible for the care of the pet, including proper disposal of pet wastes in a safe and sanitary manner. Improper disposal of pet waste is a violation and may be grounds for termination of your lease.

Litter box requirements:

- a. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.
- b. Litter shall not be disposed of by being flushed through a toilet.
- c. Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations

- a. The resident/pet owner shall be responsible for the removal of any/all waste deposited by pets from the premises by placing it in a sealed plastic bag and disposing of it in an outside trash bin. This is required when walking your pet.
- b. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Alterations to Unit

PHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

PHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

PHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

PHA Policy

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

Pets Temporarily on the Premises

PHA Policy

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

Pet Rule Violations

PHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

PHA Policy

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

PHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or abandonment or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PHA Policy

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

PHA Policy

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$75 for elderly and/or disabled families and \$325 for other households, and must be paid in full before the pet is brought on the premises. There shall be no pet deposit for pets other than dogs or cats.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within a reasonable time after move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 10 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

PHA Policy

Pet owners are required to pay a pet deposit of \$75(for elderly and/or disabled) / \$325 (for all other households) in addition to any other required deposits. Pet owners are required to pay a \$25 non-refundable registration fee at the time of the deposit. The deposit and registration fee must be paid in full before the pet is brought on the premises. There shall be no pet deposit for pets other than dogs or cats.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within a reasonable time after move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

PHA Policy

The PHA requires pet owners to pay a non-refundable nominal pet fee.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs
- Pest control costs
- Insurance costs
- Clean-up costs

The non-refundable pet fee of \$25.00 will be billed on an annual basis, each July, and payment will be due 14 calendar days after billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit
- Fumigation of the dwelling unit
- Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

Housing Choice Voucher Program Changes to Administrative Plan for 2010

Key: Additions to Admin Plan=Underlined

Items Removed from Admin Plan=In Brackets { { }

Chapter 4-PART I: THE APPLICATION PROCESS 4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include form HUD-90026, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

PART III: SELECTION FOR HCV ASSISTANCE 4-III.C. SELECTION METHOD Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHA Policy

A preference will be given to applicants who are elderly, age 62 or older, and/or persons with disabilities. Verification of this preference will be in accordance to the policies contained in chapter 7 of the administrative plan.

Chapter 6- PART I: ANNUAL INCOME 6-I.D. EARNED INCOME

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)].

This type of income (including gifts) is not included in annual income. Sporadic income includes temporary payments from the U.S. Census Bureau for employment lasting no longer than 180 days [Notice PIH 2009-19].

6-I.H. PERIODIC PAYMENTS Lump-Sum Payments for the Delayed Start of a Periodic Payment Most lump-sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)]. Additionally, any deferred disability benefits that are received in a lump-sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

Periodic Payments Excluded from Annual Income

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)] Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income [Notice PIH 2008-30].
- Lump-sums or prospective monthly amounts received as deferred disability benefits from the Department of Veterans Affairs (VA) [FR Notice 11/24/08].

EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS¹

¹¹ FR Notice 11/24/08 makes note of pending revisions to this regulation, namely the exclusion of any deferred disability benefits received in lump-sum or prospective monthly amounts from the Department of Veterans Affairs, (VA). At the time of publication, 24 CFR 5.609 had yet to be updated.

Chapter 7- PART III. VERIFYING INCOME AND ASSETS7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS Social Security/SSI Benefits

PHA Policy

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the PHA will help the applicant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the applicant has received the benefit verification letter they will be required to provide it to the PHA.

To verify the SS/SSI benefits of participants, the PHA will obtain information about social security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will help the applicant request a benefit verification letter from SSA's Web Site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the participant has received the benefit verification letter they will be required to provide it to the PHA.

Chapter 8-8.I.B. ADDITIONAL LOCAL REQUIREMENTS

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.

{{All floors should have some type of baseshoe, trim, or sealing for a "finished look." Vinyl baseshoe is permitted.}}

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.}}

**Chapter 10- PART I. MOVING WITH CONTINUED ASSISTANCE 10-I.B.
RESTRICTIONS ON MOVES *Insufficient Funding***

The PHA may deny a family permission to move if the PHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)]. However, Notice PIH 2008-43 significantly restricts the ability of PHA's to deny permission to move under portability due to insufficient funding. The requirements found in this notice are mandatory. For moves outside the PHA's jurisdiction under portability, no policy decisions are required.

PHA Policy

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) the PHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. {{This policy applies to moves within the PHA's jurisdiction as well as to moves outside it under portability.}}

PART II: PORTABILITY

Sending Documentation to the Receiving PHA

PHA Policy

In addition to these documents, the PHA will provide the following information, if available, to the receiving PHA:

Social security numbers (SSNs)

Documentation of SSNs for all family members age 6 and over

Documentation of citizenship or eligible immigration status

Documentation of participation in the earned income disallowance (EID) benefit

Documentation of participation in a family self-sufficiency (FSS) program

A Copy of the family's current EIV data

{{Subsequent Family Moves

Within the Receiving PHA's Jurisdiction [24 CFR 314(e)(1), Notice PIH 2005-1]

The initial PHA has the authority to deny subsequent moves by portable families whom it is assisting under portability billing arrangements if it does not have sufficient funding for continued assistance.

PHA Policy

If the PHA determines that it must deny moves on the grounds that it lacks sufficient funding (see section 10-I.B), it will notify all receiving PHAs with which it has entered into portability billing arrangements that they, too, must deny moves to higher cost units by portable families from the PHA's jurisdiction.

The PHA will allow exceptions to this policy for purposes of reasonable accommodation of a family member who is a person with disabilities.

Outside the Receiving PHA's Jurisdiction [Notice PIH 2004-12]

If the initial PHA is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the receiving PHA's jurisdiction, the initial PHA is responsible for issuing the family a voucher while the family is either being assisted or has a voucher from the receiving PHA and, if the family wishes to port to another jurisdiction, sending form HUD-52665 and supporting documentation to the new receiving PHA. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA. } }

Change in Billing Amount. The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount. If the receiving PHA fails to send Form HUD-52665 within 10 days of effective date of billing changes, the initial PHA is not responsible for any increase prior to notification.

10-II.C. RECEIVING PHA ROLE Briefing HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2008-43].

PHA Policy

The PHA will **not** require the family to attend a briefing. The PHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

**Chapter 11-PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516] 11-I.B.
SCHEDULING ANNUAL REEXAMINATIONS**

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA.{{ However, PHAs should give tenants who were not provided the opportunity the option to complete Form HUD-90026 at this time [Notice PIH 2009-36]. }}

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS

PHA Policy

Families will be asked to supply all required information (as described in the reexamination notice) before the deadline specified in the notice. The required information will include a PHA designated reexamination form, an Authorization for Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition. The PHA will notify the family in writing if any required documentation or information is missing. The missing information or documentation must be provided within 10 business days of the date the PHA notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination (See Chapter 12).

The PHA will conduct criminal history checks on all participants that have moved into the PHA jurisdiction with a portable voucher at the first annual reexamination after the initial lease up with the PHA.

**Chapter 12-12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED
TERMINATIONS *Drug-Related and Violent Criminal Activity* [24 CFR 5.100]**

PHA Policy

The PHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

The PHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

The PHA will conduct criminal history checks on all participants that have moved into the PHA jurisdiction with a portable voucher at the first annual reexamination after the initial lease up with the PHA. The PHA will terminate assistance if the criminal history check reveals that any household member is currently engaged in,

or has engaged in any of the following criminal activities, within the past five years:

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

Evidence of such criminal activity includes, but is not limited to:

Conviction for drug-related or violent criminal activity within the past 5 years.

Any arrests for drug-related or violent criminal activity within the past 5 years.

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

12-II.F. TERMINATION NOTICE [HCV GB, p. 15-7]

PHA Policy

When termination is initiated by the PHA, the notice to terminate will be sent to the family and the owner at least {{30}} 15 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing the PHA, {{30}} 15 days notice will not be given. In these cases, the notice of immediate termination will be sent at the time the PHA learns the family has vacated the unit.

Chapter 15-

{{15-VII. Shelter Plus Care Program

The PHA conjunction with Behavioral Health Services North (BHSN) will provide rental assistance and support services necessary to assist a nine (9) unit program for homeless individuals living with AIDS and related diseases.}}

Chapter 16- *Informal Hearing Officer* [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

PHA Policy

The PHA has designated the following to serve as hearing officers:

Executive Director

Assistant to the Executive Director

Members of the Board of Commissioners

Changes to Admissions and Continued Occupancy Policy 2010

Key: Additions to the ACOP are underlined
Omissions to the ACOP are {in brackets}

Chapter 3: Additions of CFR chapters/titles (references)

3.III.F.

The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Chapter 6: 6-I.H.

Additionally, any deferred disability benefits that are received in a lump sum or in prospective monthly amounts from the Department of Veterans Affairs are to be excluded from annual income [FR Notice 11/24/08].

Kinship care payments are considered equivalent to foster care payments and are also excluded from annual income [Notice PIH 2008-40].

Chapter 7: 7-III.C.

If a family member is unable to provide the document, the PHA will {ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from} www.ssa.gov help the applicant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213.

If a family member is unable to provide the document, the PHA will help the applicant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. {ask the family to obtain a benefit verification letter either by calling SSA at 1-800-772-1213 or by requesting one from [ww.ssa.gov](http://www.ssa.gov). }

Chapter 10: Addition of Chapter

Chapter 12: 12.III.D.

When there is a combination of two households with separate apartments in the PHA, the vacated apartment will be processed as a move out and the PHA will refund the remaining security deposit to the head of household as if they had left the PHA. The head of household, adding the additional member to the household (in this case the previous resident) is responsible for any additional security deposit based on the additional income in the apartment. The security deposit must be paid in full prior to allowing the new resident to move in. The security deposit remains in place for that apartment.

Chapter 13: Addition and change of CFR chapters/titles (references)

Chapter 16: Addition of CFR chapters/titles (references)

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Section 5.2 Addendum A

Plattsburgh Housing Authority **Addressing Violence Against Women Act**

Admission and Continued Occupancy Plan & Administrative Plan

Notification

If the PHA makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial:

A statement of the protection against denial provided by VAWA

A description of PHA confidentiality requirements

A request that an applicant wishing to claim this protection submit to the PHA documentation meeting the specifications below with her or his request for an informal hearing.

Documentation

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking must provide signed documentation (1) demonstrating the connection between the abuse and the unfavorable history and (2) naming the perpetrator of the abuse.

Perpetrator Documentation

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Time Frame for Submitting Documentation

The applicant must submit the required documentation with her or his request for an informal hearing or must request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of 10 business days and

will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If, after reviewing the documentation provided by the applicant, the PHA determines that the family is eligible for assistance, no informal hearing will be scheduled, and the PHA will proceed with admission of the applicant family.

PHA Confidentiality Requirements [24 CFR 5.2007(a)(1)(5)]

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Termination of Lease/Assistance

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within a short period of time

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location

If the tenant wishes to contest the PHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing, informal hearing, or in a court proceeding .

The PHA will follow the lease termination notice policy. If the PHA has reason to suspect that the notice might place a victim of domestic violence at risk, it will attempt to deliver the notice by hand directly to the victim. The PHA will use the same caution if it decides to deliver VAWA information to a victim at any other time following an incident of domestic violence.

Victim Documentation

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence,

dating violence, or stalking, the PHA will request in writing that the individual submit documentation affirming that claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline.

The documentation will consist of a completed and signed form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking. In lieu of the certification form, the PHA will accept either of the following forms of documentation:

- A police or court record documenting the actual or threatened abuse
- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice.

The individual claiming victim status must submit the requested documentation within 14 business days after receipt of the PHA's written request or must request an extension within that time frame. The PHA may, at its discretion, extend the deadline for 10 business days.

If the individual provides the requested documentation within 14 business days, or any PHA-approved extension, the PHA will reconsider its termination decision in light of the documentation.

Terminating the Assistance of a Domestic Violence

If the individual does not provide the requested documentation within 14 business days, or any PHA-approved extension, the PHA will proceed with termination of the family's lease in accordance with applicable local, state, and federal law and the policies in this ACOP.

The PHA will bifurcate a family's lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the PHA by the victim in accordance with this section.

Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, the PHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the PHA may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

PHA Confidentiality Requirements [24 CFR 5.2007(a)(1)(v)]

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

The PHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

A summary of the rights and protections provided by VAWA to public housing/housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, or stalking.

The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA.

An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA.

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information.

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers.

NOTIFICATION TO PARTICIPANTS [24 CFR 5.2007(3)(i)]

The PHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA

NOTIFICATION TO APPLICANTS

The PHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA

NOTIFICATION TO OWNERS AND MANAGERS [24 CFR 5.2007(3)(ii)]

Inform property owners and managers of their screening and termination responsibilities related to VAWA. The PHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.

- Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

- Signs in the PHA lobby and/or mass mailings which include model VAWA certification forms.