

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

**PHA Plan
Agency Identification**

PHA Name: SOUTH KINGSTOWN HOUSING AUTHORITY

PHA Number: RI012

PHA Fiscal Year Beginning: 04/2000

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

[24 CFR Part 903.5]

A. 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. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: OUR MISSION IS TO PROVIDE DECENT, SAFE, AND AFFORDABLE HOUSING TO OUR RESIDENTS: TO AID OUR RESIDENTS IN PROCURING THE TOOLS AND LIFE SKILLS TO REACH THEIR GOALS OF SELF-SUFFICIENCY, AND BECOME A VIABLE ASSET IN THE COMMUNITY IN WHICH THEY LIVE.**

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers: **ONCE 100% LEASE UP IS MET.**
 - Reduce public housing vacancies: **INCREASING SERVICES, UPGRADING PROPERTY, AND INCREASING SECURITY**
 - Leverage private or other public funds to create additional housing opportunities: **COLLABORATE WITH NON-PROFIT GROUPS SUCH AS HABITAT**
 - Acquire or build units or developments-**ELDERLY AND SINGLE FAMILY UNITS ONLY BY COLLABORATING WITH OTHER NON-PROFIT GROUPS.**

Other (list below)

X PHA Goal: Improve the quality of assisted housing

Objectives:

X Improve public housing management: (PHAs score) **OUR TARGET IS TO RAISE OUR SCORE FROM 74% TO 100% WITHIN THE NEXT TWO YEARS**

X Improve voucher management: (SEMAP score) **TARGET IS 100% SCORE WITHIN NEXT TWO YEARS BY INCREASING LANDLORD PUBLIC RELATIONS, STAFF TRAINING, AND FSS OPTIONS**

X Increase customer satisfaction:

X Concentrate on efforts to improve specific management functions: **INCREASE RENT COLLECTION, IMPROVE MAINTENANCE FUNCTIONS, ACHIEVE 100% SECTION 8 LEASE-UP**

X Renovate or modernize public housing units: **UPDATE KITCHENS AND BATHROOMS IN OUR OLDER UNITS**

Demolish or dispose of obsolete public housing:

Provide replacement public housing:

Provide replacement vouchers:

Other: (list below)

X PHA Goal: Increase assisted housing choices

Objectives:

X Provide voucher mobility counseling:

X Conduct outreach efforts to potential voucher landlords

X Increase voucher payment standards-EACH YEAR

X Implement voucher homeownership program:

Implement public housing or other homeownership programs:

Implement public housing site-based waiting lists:

Convert public housing to vouchers:

X Other: **LOOK IN TO BUILDING AN ASSISTED LIVING COMPLEX WITH A NON-PROFIT PARTNER**

HUD Strategic Goal: Improve community quality of life and economic vitality

X PHA Goal: Provide an improved living environment

Objectives:

X Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: **FLAT RENTS, RENT CIELINGS, AND OPTIONAL INCOME DISREGARDS.**

- X Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
TARGETING FAMILIES BELOW 30% MEDIAN AS PER HUD GUIDELINES.
- X Implement public housing security improvements: **APPLY FOR PHDEP GRANTS TO INCREASE SECURITY, CAMERAS, AND RESIDENT AWARENESS.**
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- X PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
 - X Increase the number and percentage of employed persons in assisted families:
INCOME DISREGARDS, FSS ESCROWS, and FLAT RENTS
 - X Provide or attract supportive services to improve assistance recipients' employability: **FSS, COUNCELING, AND PUBLIC RELATIONS.**
 - X Provide or attract supportive services to increase independence for the elderly or families with disabilities. **HIRING OF A RESIDENT SERVICES PROVIDER FOR THE ELDERLY AND APPLICABLE TRAINING FOR SAID STAFF MEMBER**
 - Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- X PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives: **AS SPELLED OUT IN OUR ADMINSTRATIVE AND OCCUPANCY POLICY –Attachments #1 and 2**
 - X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - X Undertake 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:
 - X Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2000
 [24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan N/A

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	<u>Page #</u>
Annual Plan	
i. Executive Summary	
ii. Table of Contents	
1. Housing Needs.....	8
2. Financial Resources.....	15
3. Policies on Eligibility, Selection and Admissions.....	16
4. Rent Determination Policies.....	25
5. Operations and Management Policies	
6. Grievance Procedures	
7. Capital Improvement Needs.....	31
8. Demolition and Disposition	37
9. Designation of Housing	
10. Conversions of Public Housing	
11. Homeownership	42

12. Community Service Programs

13. Crime and Safety46

14. Pets (Inactive for January 1 PHAs)

15. Civil Rights Certifications (included with PHA Plan Certifications).....48

16. Audit-ATTACHMENT-Hard Copied to Local Hud

17. Asset Management

18. Other Information...RAB Comments.....49

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment’s name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- X Admissions Policy for Deconcentration –**ATTACHMENT # 2**
- X-A FY 2000 Capital Fund Program Annual Statement-**INCLUDED IN #7 ABOVE.**
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- X FY 2000 Capital Fund Program 5 Year Action Plan-**INCLUDED IN # 7 ABOVE**
- X Public Housing Drug Elimination Program (PHDEP) Plan-**PHDEPRI012-V01**
- X Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)ATTACHMENT (C)-RAB COMMENTS-**see 18 above**
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development X check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income <= 30% of AMI	246	4	5	2	1	3	3
Income >30% but <=50% of AMI	32	4	5	2	1	3	3
Income >50% but <80% of AMI	76	4	5	2	1	3	3
Elderly	19	4	5	2	1	3	3

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Families with Disabilities	19	4	5	2	1	3	3
Race/Ethnicity BLACK	50	4	5	2	1	3	3
Race/Ethnicity INDIAN	17	4	5	2	1	3	3
Race/Ethnicity ASIAN	4	4	5	2	1	3	3
Race/Ethnicity WHITE	292	4	5	2	1	3	3

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: **1996**
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)
SKHA CURRENT WAITING LIST

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List
--

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
X Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	112		12
Extremely low income <=30% AMI	76	68	
Very low income (>30% but <=50% AMI)	4	.04	
Low income (>50% but <80% AMI)	32	29	
Families with children	97	87	
Elderly families	15	13	
Families with Disabilities	4	.04	
Race/ethnicity ASIAN	1	.01	
Race/ethnicity AMERICAN INDIAN	5	.04	
Race/ethnicity BLACK	19	17	
Race/ethnicity WHITE	87	78	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	15	13	
2 BR	40	36	
3 BR	27	24	
4 BR	19	17	
5 BR	6	.05	
5+ BR(6 BD)	5	.04	

Table Library

Housing Needs of Families on the Waiting List	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)?	
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes	

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	250	66	60
Extremely low income <=30% AMI	166	66	
Very low income (>30% but <=50% AMI)	80	32	
Low income (>50% but <80% AMI)	4	.02	
Families with children	231	92	
Elderly families	3	13	
Families with Disabilities	16	.06	
Race/ethnicity ASIAN	3	.01	
Race/ethnicity AMERICAN INDIAN	12	.05	
Race/ethnicity BLACK	31	.12	
Race/ethnicity WHITE	205	82	

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	55	22	
2 BR	108	43	
3 BR	49	20	
4 BR	32	13	
5 BR	3	.01	
5+ BR	3	.01	
Is the waiting list closed (select one)? Yes If yes: How long has it been closed (# of months)? 6 MONTHS Does the PHA expect to reopen the list in the PHA Plan year? X No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? X No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line **–by staff training and public relations**
- Reduce turnover time for vacated public housing units-**staff training**
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction- **public relations and staff training**
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required-**P.R. OUTREACH**

- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration- **outreach to minorities through media and public relations**
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program- **staff training and public relations**
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies- **attend town work sessions and meetings**
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance. **by collaborating with other local non-profits**
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance- **to allow for wider range of income in public housing units**
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work- **Rent freezes, income disregards, and flat rents**
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working- **giving local preference points to P.H. applicants who are employed**

- X Adopt rent policies to support and encourage work-flat rents, income disregards
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- X Other: (list below)

WORK WITH NON-PROFIT TO ACQUIRE ASSISTED LIVING COMPLEX

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- X Affirmatively market to local non-profit agencies that assist families with disabilities-public relations and outreach
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- X Affirmatively market to races/ethnicities shown to have disproportionate housing needs-advertising in minority papers and with other housing agencies
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units-**public relations and outreach**
- Market the section 8 program to owners outside of areas of poverty /minority concentrations-**media public relations**
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA’s selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	\$126,895.00	
b) Public Housing Capital Fund	\$155,430.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$425,184.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self- Sufficiency Grants	\$49,000.00	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CIAP	\$135,000.00	security-bathroom upgrades
3. Public Housing Dwelling Rental Income	\$213,708.00	
4. Other income (list below)	-0-	
4. Non-federal sources (list below)	-0-	
Total resources	\$1,105,217.00	

Table Library

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
 When families are within a certain time of being offered a unit: 30 DAYS
 Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
 Rental history
 Housekeeping
 Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
 Sub-jurisdictional lists
 Site-based waiting lists
 Other **LOCAL PREFERENCES**

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office

- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists? **(TWO)--PUBLIC AND SECTION 8**

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

- Yes **X No**: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
X Overhoused
X Underhoused
X Medical justification
 Administrative reasons determined by the PHA (e.g., to permit modernization work)
 Resident choice: (state circumstances below)
 Other: (list below)

c. Preferences

1. **X Yes** No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
 Victims of domestic violence
 Substandard housing
 Homelessness
 High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- X** Working families and those unable to work because of age or disability
 Veterans and veterans' families
X Residents who live and/or work in the jurisdiction
 Those enrolled currently in educational, training, or upward mobility programs
 Households that contribute to meeting income goals (broad range of incomes)
X Households that contribute to meeting income requirements (targeting)
 Those previously enrolled in educational, training, or upward mobility programs
 Victims of reprisals or hate crimes
 Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

2 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

- 1** Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- 1** Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- X** Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- X** The PHA-resident lease
- X** The PHA’s Admissions and (Continued) Occupancy policy
- X** PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
 Other- **Past landlord references**

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None- **UNLESS REQUESTED TO BE ON BOTH LISTS**
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
 Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below: **ROUTINELY GIVE AN EXTENSION DUE TO LACK OF HOUSING IN THIS AREA**

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- 1** Residents who live and/or work in your jurisdiction

- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- 1** Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- X** Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- X** This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- X** Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- X** The Section 8 Administrative Plan
- X** Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- X** Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?
2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below: **FLAT RENTS FOR WORKING FAMILIES AS SET BY BOARD RESOLUTION: 1 BD-\$400.2BD-\$500.3BD-\$600.4BD-\$800, 5BD-\$850.6BD-\$1000.**

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below) **DEDUCTION FROM INCOME OF ALL NON-VOLUNTARY PAYROLL DEDUCTIONS SUCH AS: TDI, UNION DUES, FICA, MEDICAL INSURANCE, ETC.**

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments

- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)-CONCENUS OF COMMISSIOERS

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper

- Survey of similar unassisted units in the neighborhood
 Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies .

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
 100% of FMR
 Above 100% but at or below 110% of FMR
 Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
 The PHA has chosen to serve additional families by lowering the payment standard
 Reflects market or submarket
 Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
 Reflects market or submarket
 To increase housing options for families
 Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
 Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA’s minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management –N/A

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		

Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
- (2) Section 8 Management: (list below)

6. PHA Grievance Procedures-N/A

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1 Yes **X No:** Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
 PHA development management offices
 Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number RI43P01250100 FFY of Grant Approval: (09/30/2000)

- Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	29,500.00
4	1410 Administration	5,500.00
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	8,000.00
8	1440 Site Acquisition	
9	1450 Site Improvement	5,000.00
10	1460 Dwelling Structures	49,626.00
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	50,000.00
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	147,626.00
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	50,000.00

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
HA-WIDE	SECURITY	1408	\$20,000.00
HA-WIDE	RESIDENT COMPUTER LAB	1408	\$9,500.00
HA-WIDE	ADMINISTRATION	1410	\$5,500.00
12-1	A&E COSTS	1430	\$8,000.00
HA-WIDE	LANDSCAPING	1450	\$5,000.00
12=1	UPGRADING OF TEN KITCHENS TO INCLUDE REPLACEMENT OF CABINETS,FLOORS, CIELINGS, COUNTERTOPS, SINKS AND FAUCETS	1460	\$49,626.00
HA-WIDE	UPGRADE LAWN EQIPMENT	1475	\$20,000.00
12-1	UPGRADE SECURITY CAMERAS	1475	\$30,000.00

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
<p>HA WIDE</p> <p>12-1</p>	<p>3/31/2002</p> <p>3/31/2002</p>	<p>09/30/2003</p> <p>0930/2003</p>

(2) 5-Year Action Plan

PHA'S Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. **Yes** **No**: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund?
(if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name

-or-

Table Library

- X The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
HA-WIDE		0	0	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
SECURITY(20,000 X 5 YEARS)			\$100,000.00	
RESIDENT COMPUTER LAB (\$15,000. X 5 YEARS)			\$75,000.00	
ADMINISTRATION (\$10,000.00 X5 YEARS)			\$50,000.00	
A & E COSTS (5,000.00 X 5 YEARS)			\$25,000.00	
Total estimated cost over next 5 years			\$250,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
12-1	CHAMPAGNE HEIGHTS	0	0	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
YEAR ONE SEE ANNUAL PLAN			\$30,000.00	
UPGRADE NINE KITCHENS			\$63,000.00	2001
UPGRADE SIXTEEN KITCHENS			\$112,000.00	2002
RESHINGLE ROOFS ON FOUR BUILDINGS			\$90,000.00	2003
PLAYGROUND UPGRADES			\$5,000.00	2001
RESHINGLE ROOFS ON FIVE BUILDINGS			\$75,000.00	2004
Total estimated cost over next 5 years			\$375,000.00	

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
12-1	FOURNIER	0	0	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
YEAR ONE SEE ANNUAL PLAN			\$63,000.00	
RESHINGLE ROOFS ON THREE BUILDINGS			\$45,000.00	2001
PLAYGROUND UPGRADES			\$5,000.00	2003
Total estimated cost over next 5 years			\$113,000.00	

TOTAL 5 YEARS \$738,130. = 250,000+\$375,000 + \$113,000.

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes **X No:** a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- Yes **X No:** c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

- Yes **X No:** d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

- Yes **X No:** e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes **X No:** Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

- Yes **X No:** Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes **X No:** Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each

development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	<input type="checkbox"/> Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities
3. Application status (select one)	<input type="checkbox"/> Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date this designation approved, submitted, or planned for submission:	(DD/MM/YY)
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	
7. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202

of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes **No:** Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

**Public Housing Homeownership Activity Description
(Complete one for each development affected)**

1a. Development name:

1b. Development (project) number:

<p>2. Federal Program authority:</p> <p><input type="checkbox"/> HOPE I</p> <p><input type="checkbox"/> 5(h)</p> <p><input type="checkbox"/> Turnkey III</p> <p><input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)</p>
<p>3. Application status: (select one)</p> <p><input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program</p> <p><input type="checkbox"/> Submitted, pending approval</p> <p><input type="checkbox"/> Planned application</p>
<p>4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)</p>
<p>5. Number of units affected:</p> <p>6. Coverage of action: (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

B. Section 8 Tenant Based Assistance

1. **X** Yes **No**: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

- Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- X Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? **01/01/1998**

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- X Client referrals
 Information sharing regarding mutual clients (for rent determinations and otherwise)
X Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
 Jointly administer programs
X Partner to administer a HUD Welfare-to-Work voucher program
X Joint administration of other demonstration program
 Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

(select all that apply)

- X Public housing rent determination policies
X Public housing admissions policies
 Section 8 admissions policies
 Preference in admission to section 8 for certain public housing families

- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes **No:** Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>FAMILY SELF-SUFFICIENCY</i>	<i>44 PEOPLE</i>	<i>VOLUNTARY</i>	<i>MAIN OFFICE</i>	<i>BOTH</i>

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)

Public Housing	-0-	11 08/24/2000
Section 8	50	33 08/24/2000

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

CHAMPAGNE HEIGHTS-12-1 and FOURNIER ESTATES-12-1

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

CHAMPAGNE HEIGHTS-12-1 AND FOURNIER ESTATES-12-1

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- X Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- X Police provide crime data to housing authority staff for analysis and action
- X Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- X Police regularly testify in and otherwise support eviction cases
- X Police regularly meet with the PHA management and residents
- X Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- X Other activities (list below) **DARE OFFICER HAS OFFICE ON SITE**

2. Which developments are most affected? (list below)

CHAMPAGNE HEIGHTS 12-1

FOURNIER ESTATES 12-1

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

X Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

X Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?

X Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: **PHDEP-RI12V01**__)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit—HARD COPIED TO LOCAL HUD OFFICE

[24 CFR Part 903.7 9 (p)]

1. **Yes** **No:** Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. **Yes** **No:** Was the most recent fiscal audit submitted to HUD?
3. **Yes** **No:** Were there any findings as the result of that audit?
4. **Yes** **No:** If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. **Yes** **No:** Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. **Yes** **No:** Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 Not applicable
 Private management
 Development-based accounting
 Comprehensive stock assessment
 Other: (list below)
3. **Yes** **No:** Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name)
- Provided below:

50 Meadowbrook Way #1

Wakefield, R.I. 02879
March 28,2000

The Housing Authority of the Town of S.K.
364 Curtis Corner Road
Peace Dale, Rhode Island 02879-2136

Dear Debra Hart,

After attending the Advisory Board meeting on Thursday, March 23rd, I thought I should comment on a few of the issues that were discussed.

First, the matter of being put on a waiting list for a housing voucher. I agree with the new plan, which puts working families first on the list. This should give people the incentive to go out and look for some type of employment in order to move up on the waiting list. The proposal for having local residents first on the list is another good idea. Local residents are the ones we should be helping first, not out-of-townners, that's why each town has its own public housing and section 8 programs.

Secondly, the new income eligibility program where you take either 30% of your income or a straight rent fee depending on the number of people in your household. The 30% should what I currently use and believe it to be fair as long as the SKHUD takes the net income minus daycare expenses, medical co-payments, medication costs, 401K or other retirement programs and all withholdings. The latter is a great idea for giving someone the option to look for a better job with better pay but still keeping their rent at a reasonable rate.

The idea of having people do community service in order to keep their housing voucher seems unfair. Many people have no means of transportation for their daily needs and would find community service an additional burden. Also many voucher recipients are single parents and would encounter issues when trying to fulfill their commitment. In the case of working people community service would cut into their family time and could interfere with work schedules.

The last issue I would like to bring up is the Home Ownership Program. I am so excited about this program and only hope that I can be part of this wonderful idea. As of right now I don't see myself buying a house without the support of a second income. This program gives single moms/dads the hope of one day owning a home of their own.

Thank you for inviting me to the Advisory Board Meeting, and I look forward to reading the completed Five Year Plan.

Respectfully,

Melissa Foulke

3. In what manner did the PHA address those comments? (select all that apply)

Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments
List changes below: **THE PHA IS GOING TO LOOK INTO HOME OWNERSHIP PROGRAMS FOR SECTION 8 RECIPIENTS**

Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.) **WE HAVE HAD A RESIDENT BOARD MEMBER FOR YEARS**

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
 Candidates could be nominated by any adult recipient of PHA assistance
 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
 Any head of household receiving PHA assistance
 Any adult recipient of PHA assistance
 Any adult member of a resident or assisted family organization

Other (list)

c. Eligible voters: (select all that apply)

All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)

Representatives of all PHA resident and assisted family organizations

X Other (list) **ADULT PHA RESIDENTS ONLY**

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: **TOWN OF SOUTH KINGSTOWN**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

X The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

X The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

X The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

X Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

INCREASING AFFORDABLE HOUSING OPPORTUNITES IN THIS

TOWN

Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: **AWARDING OF CDBG GRANTS**

ACCEPTING A PILOT

PROVIDING ADDITIONAL SERVICES-PARKING LOT SWEEPING,ETC.

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

ATTACHMENT #1-RI012-V01-ADMINISTRATIVE PLAN
ATTACHMENT #2-RI012-V01-OCCUPANCY POLICY
ATTACHMENT #3-RI012-V01-TOWN OF SOUTH KINGSTOWN
COMPRHENSIVE PLAN (HOUSING ELEMENT ONLY)
ATTACHMENT #4-PHDEP-RI012-V01

ATTACHMENT #1-RI012-V01-ADMINISTRATIVE
PLAN

***SOUTH KINGSTOWN
HOUSING AUTHORITY
ADMINISTRATIVE PLAN
FOR THE
CERTIFICATE AND VOUCHER PROGRAMS***

MARCH, 2000
RESOLUTION NUMBER
#269

**504 EQUAL ACCESSIBILITY STATEMENT
POLICY AND PROCEDURE MANUAL**

FOR MOBILITY IMPAIRED PERSONS -- this document is maintained at an accessible location. The document may be examined Monday through Friday between the hours of 8:30 AM and 4:30 PM. If you require any assistance please contact us at

783-0126 or call our TDD at 792-9642 .

FOR VISION IMPAIRED PERSONS - - - THE AUTHORITY WILL PROVIDE A STAFF PERSON TO ASSIST A VISION IMPAIRED PERSON IN REVIEWING THIS DOCUMENT. ASSISTANCE MAY INCLUDE: DESCRIBING THE CONTENTS OF THE DOCUMENT, OR PROVIDING OTHER SUCH ASSISTANCE AS MAY BE NEEDED TO PERMIT THE CONTENTS OF THE DOCUMENT TO BE COMMUNICATED TO THE PERSON WITH THE VISION IMPAIRMENT.

FOR THE HEARING IMPAIRED - - the Agency will provide assistance to hearing impaired persons in reviewing this document. Assistance may include the provision of a qualified interpreter at a time convenient to both the Authority and the individual with the impairment.

Assistance to insure equal access to this document and all stages of application processing will be provided in a confidential manner and setting. The individual with disabilities is responsible for providing his/her own transportation to and from the location where this document is kept. If an individual with disabilities is involved, all hearings or meetings required by this document will be conducted at an accessible location with the appropriate assistance provided.

Administrative Plan for the

Section 8 Voucher and Certificate Programs

TABLE OF CONTENTS

Section One	Statement of Policies and Objectives.....5
	(A) Purpose of the Plan
	(B) Fair Housing Policy
	(C) Privacy Rights
	(D) Local Objectives
	(E) Rules and Regulations
Section Two	About the Authority.....9
Section Three	Outreach and Marketing Procedures.....10
Section Four	Eligibility Criteria.....11
	(A) Family composition
	(B) Income Limitations-Income Targeting
	(C) Citizenship/Immigration Status
	(D) Mandatory Social Security Numbers
	(E) Other Criteria for Admission
Section Five	Taking Applications.....16
Section Six	Preferences and the Wait List.....17
	(A) Application Pool
	(B) Income Targeting
	(C) Wait List Preferences
	(D) Application
	Procedures
	(E) Verification of Family
	Status
	(F) Grounds for Denial of
	Assistance
	(G) Preference Denial
	(H) Order of Selection

Section Seven	Occupancy Standards.....	21
Section Eight	Income and Determination of TP.....	23
	(A) Deconcentration of Poverty	
	(B) Temporarily Absent Family Member	
	(C) Joint Custody of Children	
	(D) Sole Member	
	(E) Visitors	
	(F) Annualizing income	
	(G) Person Confined to Nursing Home	
	(H) Regular Contributions	
I	(I) Alimony & Child Support	
	(J) Assets Disposed Of	
	(K) Child Care	
	(L) Minimum Rent	
Section Nine	Verification Procedures.....	29
Section Ten	Resident Orientation and Issuance of Subsidy.....	37
Section Eleven	Locating Suitable Housing.....	42
Section Twelve	Housing Quality Standards and Inspections.....	43
Section Thirteen	Lease Approval and HAP Voucher/Contract.....	44
	Execution	
Section Fourteen	Owner Payment and Utility Allowance.....	47
Section Fifteen	Annual Activities.....	48
Section Sixteen	Interim Adjustments.....	52
Section Seventeen	Denial or Termination of Assistance.....	53
Section Eighteen	Owner	
Claims.....		57
Section Nineteen	Complaints and Appeals.....	58

Section Twenty	Repayment Agreements.....60
Section Twenty- One	Payment Standards for the Voucher Program.....61
Section Twenty-Two	Operating Reserve Withdrawals.....62

Attachments

- Glossary of Acronyms and Terms**
- Equal Housing Opportunity Plan**
- Organizational Chart-Position Titles
- Fair Market Rents and Payment Schedules**
- Income Limits
- Rent Reasonableness
- Poverty Census Tract

SECTION ONE
STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981, the Housing Urban/Rural Recovery Act of 1983, the Technical Amendments Act of 1984, the Housing and Community Development Act of 1987, the National Affordable Housing Act of 1990 and finally by the Quality Housing and Work Responsibility Act of 1998.

Administration of the housing programs and the functions and responsibilities of the Authority staff shall comply with the Personnel Policy of the Authority, the Equal Opportunity Plan, and the Section 8 Existing Operations/Procedures Manual. All Federal, State and Local housing laws shall be followed and the Authority shall comply with the Fair Housing regulations and Section 504 of the Rehabilitation Act of 1973.

A. PURPOSE OF THE PLAN

The Section 8 Existing program is designed to achieve five objectives:

- 1) Provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level.
- 2) Promote freedom of housing choice and spatial deconcentration for low income and minority families.
- 3) Provide decent, safe and sanitary housing for eligible program participants.
- 4) Provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.
- 5) Provide opportunities for families to become economically empowered and gain independence from the subsidy program.

The purpose of the Administrative Plan is to establish policies and procedures for items that are not covered by Federal regulations for the Section 8 Existing Housing Assistance Payments Programs. The plan covers both admission and continued program participation in these programs.

Changes to the Plan shall be approved by the Board of Commissioners of the Authority. The Authority is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations take

precedence.

B. FAIR HOUSING POLICY

It is the policy of the SKHA to comply fully with all Federal, State and Local nondiscrimination laws and in accordance with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, SKHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements of the HUD regulations.

To further its commitment to full compliance with applicable Civil Rights Laws, SKHA will provide Federal, State and Local information to Voucher holders regarding "discrimination" and any resource available should they feel they have been the victim of discrimination. Such information will be made available during the family orientation session and all applicable Fair Housing Information and discrimination forms will be made a part of the Voucher holder's packet.

The Authority shall review and update its Equal Opportunity Housing Plan to ensure that these objectives are being met.

The Housing Authority subscribes to HUD's "open housing" policy and, as such, shall maintain list of available housing submitted by owners and in all neighborhoods within its jurisdiction to ensure a better opportunity to low-income households served by the SKHA.

C. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement (HUD Form 9886) in conjunction with HUD 50058 which states the conditions for release of resident and owner information.

The PHA's policy regarding release of information is:

- 1) To release pertinent client information only in accordance with the signed authorization for Release of Information Form.
- 2) To release no information without the signed client release on the individual request for information.

- 3) To release information on amounts owed the PHA for claims paid and not reimbursed by client where there is no current Repayment Agreement in effect.
- 4) To release information on amounts owed to the Agency for prior overpayment of assistance where there is no current Repayment Agreement.
- 5) To release to prospective Owners the names of prior and current landlords of applicants/participants.
- 6) To release information in accordance with the Personnel Policy.
- 7) To release information only by the authorization of the Executive Director and written consent of the affected party or by court subpoena.

Requests for information must be accompanied by a written release request in order for the Authority to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law.

D. STATEMENT OF LOCAL OBJECTIVES

The Section 8 Department at the PHA is charged with meeting these objectives through housing assistance programs available from HUD. There is a strong need for low-income housing assistance within the jurisdiction of the Authority, as evidenced by the waiting lists for these housing programs. There is also a need for quality housing units for program participants. There is not an abundance of affordable housing for low-income participants, not only within our jurisdiction, but statewide as a whole.

The Agency approaches the administration of the Section 8 program just as it approaches its entire public housing program. " Partnerships for a Positive Change " is the overall philosophy of the Authority. The PHA realizes that establishing goals and objectives is fine, but in order to accomplish these goals and objectives, the cooperative and collaborative working relationship must be attained and maintained with all the Authority "partners". These partners include private sector landlords who play an integral role in the successful administration of the Section 8 program. These partners also include the spectrum of social services available to assist in meeting the needs of the PHA applicants and residents. In establishing our goals, the Authority has given special consideration to the likely availability of existing housing and has attempted to set realistic numbers based on need.

E. RULES AND REGULATIONS

All issues not addressed in those documents related to residents and participants are governed by HUD Handbook 7420.7, 24 Code Federal Regulations, HUD Memos and

Notices, and guidelines for other applicable law.

SECTION TWO
ABOUT THE AUTHORITY

The Housing Authority administers the following programs:

- Section 8 Certificate program (until conversion to Housing Choice Vouchers)
- Section 8 Voucher program (until conversion to Housing Choice Vouchers)
- Section 8 Housing Choice Vouchers
- Public Housing

The Section 8 programs are headed by the Executive Director, who is directly responsible for administration of the program and the staff.

Refer to Exhibit 1 for organization of the Department.

Refer to Exhibit 2 for position titles and responsibilities of staff members.

LEGAL JURISDICTION

The Housing Authority is incorporated in the state of Rhode Island to provide low income housing in the Town of South Kingstown.

SECTION THREE
OUTREACH PROCEDURES

A. FAMILY OUTREACH

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for very low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the Authority will make known through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Very Low Income families, unless application taking has been suspended according to HUD regulations.

Notice Requirements

The notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Section 8 program;
3. State that applicants/occupants for Public Housing must specifically apply for the Section 8 program and that applicants for the Section 8 program will not lose their place on the Public Housing wait list;
4. State that the Agency engages in a policy of non-discrimination.

B. OWNER OUTREACH

The Authority issues public invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan (EOHP). The Plan is an Attachment to this Administrative Plan. On a continuing basis, the Authority will welcome the participation of owners of decent, safe and sanitary housing.

SECTION FOUR
ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's eligibility criteria, as well as any additional criteria established by HUD.

HUD has three eligibility factors:

- 1) Family Composition
- 2) Income Limits
- 3) Citizens or Noncitizens who have eligible immigration status in compliance with 24 CFR Part 5

The failure to provide Social Security Numbers and other provisions of admission that relate to the applicant's prior history are grounds for denial of program participation.

The family's initial eligibility for placement on the wait list will be made in accordance with the following factors and will be verified at time of application and again at the time of selection from the applicant pool for a voucher.

A. FAMILY COMPOSITION

The applicant must qualify as a family. A family is:

- o A single person or a group of persons;
- o A family with a child or children;
- o One or more elderly or disabled persons living with one or more live-in aides.

A single person family may include:

- o An elderly person;
- o A disabled person;
- o Any other single person.

Head of Household:

The head of household is the person who assumes legal and moral responsibility of the household and is listed on the application as head.

Live- in Attendants:

A Family may include a live in attendant whom:

- 1) Has been determined by the authority to be essential to the care and well being of an elderly, handicapped, or disabled family member; and
- 2) Is not obligated for the support of the elderly, disabled or handicapped member; and
- 3) Would not be living in the unit except to provide care for the elderly, handicapped or disabled family member; and
- 4) Whose income shall not be counted for the purposes of determining eligibility or rent; and
- 5) Who may not be considered the remaining member of the family.

Relatives may be considered as a live- in attendant, but they must meet the above criteria. To determine whether a live-in attendant is " essential to the care and well being of the elderly, handicapped or disabled person", the PHA will send a third party verification to a reliable medical source familiar with the applicant. The letter will seek verification of the services the attendant needs to provide, to make the attendant essential and why he/she is needed.

B. INCOME LIMITATIONS

1. Income eligible-the applicant must be a family in any of the following categories:

- (a) An Extremely Low income family (30% of area median income)
- (b) A Very Low income family;
- (c) A Low income family that is "continuously assisted" under the 1937 Housing Act;
- (d) A low-income family that meets additional eligibility criteria as specified in this Administrative Plan and with the Town of South Kingstown's Consolidated Plan;
- (e) A low income family that qualifies for voucher assistance as a non-purchasing family residing in a Hope 1 or Hope2 project;
- (f) A low income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low income housing;

- (g) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program.

2. Income Targeting

Not less than 75% of the families admitted to the tenant-based assistance program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD. The SKHA shall issue three out of every four vouchers to extremely low-income families.

- (i) 30 % of area median income, with adjustments for smaller and larger families; or,
- (ii) A higher or lower percent of area median income, if HUD determines such percentage is necessary because of incomes.

C. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The Family shall execute the necessary certification indicating each family member's citizenship or eligible immigration status. If a family member has declared eligible immigration status, s/he shall supply the necessary verification documents and authorize primary (and secondary, if needed) verification through the INS SAVE system. Applicants who have no family members with eligible immigration status shall be denied assistance, after exhausting all appeals. Assistance to an applicant may be delayed only after the conclusion of the INS appeals process. Assistance cannot be denied until after the conclusion of the PHA's informal hearing process, if requested by the Family. Applicants who are verified to include mixed family status (members of the family who are both eligible and not eligible) shall be offered prorated assistance, after exhausting the appeals and informal hearing procedures, in accordance with the formula requirements prescribed in 24 CFR Part 912.

D. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members age six (6) and older prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must:

- 1) Submit a copy of their Social Security Card (or other appropriate documentation as outlined below); or
- 2) Sign a certification if they do not have a Social Security Number. If the

individual family member is younger than 18, the certification must be signed by his/her parent or guardian. If the individual obtains a Social Security number, it must be disclosed at the next regular annual reexamination.

Verification will be done through the provision of a Social Security Card issued by the SSA or other documentation listed below, including:

Driver's License
Identification Card issued by a Federal, State or local agency
Identification card issued by a medical insurance company
Earnings statements or payroll stubs
Bank statements
IRS form 1099
Benefit award notification letter from government agencies
Unemployment benefit letter
Retirement benefit letter
Life Insurance policies
Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.

Applicants may not become participants until the documentation is provided. New family members over six (6) years of age will be required to verify or certify their SSN information when the change in the family composition is reported by the family, whether it be an annual reexamination or interim adjustment.

E. OTHER CRITERIA FOR ADMISSION

Other criteria must be met for an applicant to be admitted under the Agency's Section 8 program.

- 1) Voucher program families whose Total Tenant Payment, which has been computed in accordance with the federal regulations, does not exceed forty (40) % of the families adjusted gross income.
- 2) Family must have paid any rent or other amounts owed to the Agency or another PHA in connection with Section 8 or public housing assistance under the 1937 Act. No repayment Agreement will be accepted. The family must repay in full in order to be considered eligible for admission.
- 3) Family must have reimbursed the PHA or another PHA for any amounts paid to an owner under a housing assistance payments contract for rent or other amounts owed by the family

under its Lease or for a vacated unit.

4) Family must have left any previous tenancy under the Section 8 program without being in violation of a family obligation under its Certificate of Family Participation or Housing Voucher.

5) The applicant family must not engage in drug-related or violent criminal activity, including criminal activity by any Family member.

Drug-related criminal activity is defined as the illegal manufacture, sale, use or distribution, or the possession with intent to manufacture, sell, use, or distribute, a controlled substance.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

6) Persons evicted from Public housing, Indian Housing, Section 23 or any Section 8 program because of drug related criminal activity are ineligible for admission to Section 8 programs for a period of five years. The five-year period shall start on the date of the eviction for drug related criminal activity.

7) The applicant family must not engage in the abuse of alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples of such activity which interfere with the health, safety or peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, stalking, threats to other persons of physical violence or intimidation, breaking and entering, and assault. These activities shall be verified by local, state or national criminal records and include incident reports, arrests, and convictions.

8) The applicant family must not have a “pattern of controlled substance abuse or alcohol abuse”, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples include but are not limited to drunk and disorderly conduct, harassment, stalking, threats to other persons of physical violence or intimidation, breaking and entering and assault. These activities shall be verified by local, state or national criminal records and include incident records, arrests, and convictions.

SECTION FIVE TAKING APPLICATIONS

A. HOW TO APPLY

Families wishing to apply for any of the Authority's programs are to fill out an application when application taking is open. If the wait list is closed and the PHA decides to open the wait list, the PHA will publish the application date(s) and program for which applications are opening in The Providence Journal, Narragansett Times, and The Providence American. The publication will also specify the location where applications are taken. Applications will be accepted at 364 Curtis Corner Road, South Kingstown.

Acceptance of Applications

Any family requesting an application for Section 8 rental assistance will be given the opportunity to fill one out as long as the wait list is open and the PHA is accepting applications. Applications may be made in person at the PHA during the specified dates and business hours posted at the Authority Office.

The application must be dated, time stamped, and referred to the PHA's office for processing. Applications are dated in accordance with the procedures outlined in the Equal Opportunity Housing Plan. Applications are dated and time stamped when the PHA receives them. The Authority accepts applications on a chronology basis, with a local preference.

Individuals who have a physical impairment, which would prevent them from making application in person, may make special arrangements to complete their application.

B. OPENING/ CLOSING OF APPLICATION TAKING

Wait lists may be closed completely if there are enough applicants to fill the openings that are expected to occur within a twelve-month period.

Reopening the List

Any re-opening of the list is done in accordance with HUD requirements as outlined in 24CFR section 982.206 or any waiver to section 982.206 that HUD may have granted for special allocations through memorandum and notice from the HUD Central Office. Any such determination of the Authority shall be publicly announced in the same manner as provided in 24CFR section 982.206.

SECTION SIX
ESTABLISHING PREFERENCES AND MAINTAINING THE WAIT LIST

A. APPLICATION POOL

An application pool will be maintained in accordance with the following preferences:

- 1) The application will be a permanent file.
- 2) Applications will be maintained in order of preference. Applications equal in preference will be maintained by date and time of application.
- 3) Applicants must meet HUD Income guidelines as per Attachment #4, which is updated annually.

B. INCOME TARGETING

Not less than 75% of the families admitted to the tenant-based assistance program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD. The SKHA shall issue three out of every four vouchers to extremely low-income families.

- (1) 30 % of area median income, with adjustments for smaller and larger families;
or
- (2) a higher or lower percent of area median income, if HUD determines such percentage is necessary because of incomes.

The wait list shall be updated annually by the Authority.

C. WAIT LIST PREFERENCES

1. Local Preference

Eligible applicants are entitled to be placed on the Section 8 wait list and receive preference in selection for assistance if they meet local preference categories. Local preferences shall include the following:

- 1) Local Residents-living or working in town.

Definition of Residency Preference area shall be the municipality.

A residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnicity, gender, religion, disability, or age of any member of an applicant family.

D. APPLICATION PROCEDURES

Once an application is received from each applicant, the Authority will place an applicant on the waiting list with any claimed preference.

Applicants are responsible for informing the Authority of changes in family circumstances and are responsible for responding to requests from the Authority to update applications. Refusal to provide information shall result in the applicant being removed from the wait list.

Requirement to Attend Scheduled Meeting

It is the applicant's responsibility to reschedule the interview if they miss the appointment. If the applicant does not reschedule and misses two scheduled meetings, the PHA has the right to reject the application.

Rejection of the application means that the household will be removed from the wait list and must reapply when applications are being taken. Applicants will be notified in writing if the application is rejected for this reason.

All adult family members are required to attend the interview with the head of the household and sign the application. Exceptions are made for families with a disability that requests a reasonable accommodation under 504.

Verification of Full Application Information

Information provided by the applicant will be verified including information on family composition, income, assets, allowances and deductions, preference status, full time student status, and other factors relating to eligibility determination before the applicant is issued a voucher.

Third party verifications in writing are preferred. Oral third party verifications are acceptable if they are properly documented.

If a third party verification is impossible, the Authority will use documents provided by

applicants. Documents will be copied when not prohibited by law. When documents cannot be copied, staff certification forms noting documents viewed will be used by recording the source of information; the information obtained, and signed and dated by the staff person who viewed the document.

E. VERIFICATION OF FAMILY STATUS

Based on the information on the application if the family is eligible, the applicant will be notified of their status. This information with respect to eligibility will be put in writing and given to the applicant at the interview or mailed to the applicant.

Right to Informal Review

Applicants who are denied Section 8 assistance are entitled to an informal review of their application. Households participating in the program have a right to an informal hearing by an impartial Hearing Officer under certain circumstances. People are considered applicants until there is an effective lease and subsidy contract, at which time they become participants.

Ineligible applicants will promptly be provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review. An informal review may be requested for the following decisions denying:

- Listing on the PHA's wait list
- Issuance of a Voucher
- Participation in the program
- Any applicable Preferences

Applicants must submit their request in writing to the Authority within ten (10) days of the date of determination. The Hearing Officer shall make a determination based on the information at the hearing within 14 days.

F GROUNDS FOR DENIAL OF ASSISTANCE

In accordance with 24 CFR 882.210, the PHA is not required to assist families who:

1. Currently owe rent or other amounts to any PHA in connection with Section 8 or Public Housing assistance under the 1937 Act;
2. Were previous participants in the Authority's Section 8 Existing Program and left the program owing the PHA money for claims paid for unpaid rent, damages, or vacancy loss;
3. Breached an agreement to repay monies owed the Authority;

4. Previously violated the family obligations listed in 24CFR 882.218 or listed on the Certificate of Family Participation or Housing Voucher, including the denial of admission for drug-related activity as described below;
5. Committed fraud, bribery or any other corrupt criminal act in connection with any federal housing assistance program;
6. Did not provide information required within the periods required;
7. Engaged in drug related criminal activity or violent criminal activity, including criminal activity by any household member.
8. If any member of the Family has ever been evicted from public housing;
9. If the Family has engaged in or threatened abusive or violent behavior toward PHA personnel;
10. Failure by the Family to establish citizenship or eligible immigration status as stated in 24CFR.

G. PREFERENCE DENIAL

If the PHA denies a preference claimed by the applicant, it will notify the applicant of the reason(s) for denial and offer the applicant an opportunity for an informal meeting. The informal meeting may be conducted by the person who made or reviewed the decision.

H. ORDER OF SELECTION

Applications will be selected in the following order applying Local Preferences in Chronology order:

- 1) Local Residents by date and time of application
- 2) Non local residents by date and time of application

SECTION SEVEN
OCCUPANCY STANDARDS

A. VOUCHER SIZE ISSUED

HUD guidelines require that the PHA establish occupancy standards for determination of Voucher bedroom size and such standards provide for a minimum commitment of subsidy while avoiding overcrowding. Such standards must also comply with the minimum requirements of the Housing Quality Standards.

The unit size assigned to participants in the Voucher program serves as the basis for determining maximum voucher payment standards used.

Guidelines for maximum voucher issuance include the following:

- 1) Foster children shall be considered in determining unit size.
- 2) Live in attendants shall be given a separate bedroom.
- 3) Space shall be provided for a child that is enrolled and attends school but lives with the family during school recess. PHA will require proper verification of school enrollment.
- 4) Space will not be provided for a family member who is away most of the time, such as family member in the military.
- 5) Units shall be assigned such that a minimum of one person will occupy each bedroom.
- 6) Families will not be required to use rooms other than bedrooms for sleeping purposes in unit size determination.

These general guidelines result in the following range of persons per bedroom:

V. SIZE	MINIMUM PERSONS	MAXIMUM PERSONS
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	5	8

The family may request a larger size than that listed on the Voucher when they report a change in family composition by:

- 1) The applicant/participant shall be required to submit to the PHA in writing a request for a larger size voucher. Proper justification must be provided within ten days from the date that the family attends a scheduled meeting to report the change in family composition.
- 2) The PHA shall consider the request according to the conditions outlined in the plan and determine whether the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the authority.

B. UNIT SIZE SELECTION

For the voucher program, families are not restricted by the bedroom size of the unit they select for housing other than the minimum HQS standard.

SECTION EIGHT
INCOME CONSIDERATIONS AND DETERMINATION OF TOTAL TENANT
PAYMENT

The Total Tenant Payment (TTP) is calculated in accordance with 24 CFR Part 813.

KEY DEFINITIONS OF INCOME AND ALLOWANCES

A. Deconcentration of Poverty

The Housing Authority has implemented a working family income disregard policy as of April 1, 2000. All non-voluntary payroll deductions will be excluded from the income of all working adult members of the family, such as:

- (a) FICA
- (b) TDI
- (c) Union Dues
- (d) Medical insurance
- (e) Child support (court ordered)

There will be no disregards for state and local taxes, Christmas clubs, loan payments and other voluntary deductions.

B. Temporarily Absent Family Member

If the family has to leave the household for a period of time, the unit will not be considered to be their principal place of residence and they shall be terminated from the program after being away from the household for three months.

If there is a one parent home and the children are taken away from the parent because of abuse, but upon counseling the children will be returned to the parent, the PHA will attempt to find out from local Social Services how long it will be before the child will return. The parent will retain his/her eligibility as a remaining member of the resident family. He/she will have to be issued a different size voucher.

If the single parent leaves the household and another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, the family is not terminated. A change in family composition shall be made if the stay is longer than the visitor provision defined

in the lease.

1. Spouse

If the husband or wife leaves the household and will be gone for three months or more of the recertification period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease.

If the husband or wife leaves the household and the period of time is estimated to be less than three months, the family member will be determined temporarily absent unless one of the situations below occurs.

If the husband or wife obtains a divorce or legal separation, the person who leaves the household will be considered permanently absent. (If the family member with the children gives notice to the PHA before vacating the unit, the PHA will discuss the situation and make a determination as to whom will retain the C/V.)

If the spouse is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

2. Adult Child

If an adult child goes into the military and leaves the household, they *will be determined permanently absent.*

Adult children will be determined permanently absent at the time the *family provides documentation proving the adult child has a new residence.*

If the adult child leaves the household and the period of time is less than three months, the family member will be determined temporarily absent unless one of these verifications is provided.

Proof of absence which would be acceptable include utility bills, canceled checks for rent payment, a driver's license, or lease or rental agreement in their name at another location.

If such proof cannot be provided, the PHA will consider statements from other agencies such as the welfare department. If no other proof can be provided, the Authority will accept a

notarized statement from the family, until a third party verification or review of document proof can be obtained.

If the adult child leaves the household, the family must report the change in family composition to the Authority, stating that the adult child will be permanently absent.

The three months specified in this section starts from the time the family reported the change in family composition.

If the adult child is incarcerated; a document from the court or prison should be obtained as to how long they will be incarcerated.

C JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the household. "50% of the time " is defined as 183 days of the year or more, which do not have to be consecutive.

D. SOLE MEMBER OF THE HOUSEHOLD

If the sole member of the household has to leave the household for more than ninety days, the unit will not be considered their principal place of residence and they will be terminated from the program unless the tenant requests an extension by submitting documentation from a reliable source that he/she will return within a total of three months.

If the sole member has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. In no event however, will the unit be considered their permanent residence when they are out of the household for more than six months.

E. VISITORS

Visitors are allowed to stay for up to 14 days/nights with no more than 14 days per year in a typical lease. If the person is a visitor and does not intend to become a " permanent " member of the family, the PHA will not consider this a change in household composition. If an adult visitor stays in the unit for more than 14 days per year, they shall be considered a member of the household. Minors may visit up to 90 days per year without being considered a permanent member of the household as long as they have written permission of the owner/manager to stay longer than 30 days and the head of household still claims them as temporary members.

F. Annualizing Income

The PHA will use the annualization method for all families unless otherwise approved by the Section 8 Supervisor.

Last year's income could be analyzed to determine the amount of income to be anticipated when it cannot clearly be verified.

If the last three months of income are representative of the income which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate the next year's overtime, the last three months can be used to anticipate the income.

If the last three months of income are not representative of the income that may be anticipated for the next year, then the amount earned for the last year shall be used to anticipate income.

If the anticipated income from the employer shows a raise in pay which is to occur four months from the effective date of the recertification, the income is to be calculated at the old rate for four months and at the new rate for eight months.

If there are bonuses to be anticipated, but the employer does not know the amount of the bonus, last year's bonus, if any shall be used in the calculation.

Temporarily Absent Family Members Income

Income of temporarily absent family members is counted. If the spouse or head of household is temporarily absent, his/her entire income is counted whether or not he/she is on the lease.

G. Income of Person Permanently Confined to a Nursing Home

If a family member is permanently confined to the hospital or nursing home, and there is a family member left in the household, the PHA will calculate the TTP, using both of the methods listed below, and use the result which most benefits the resident:

- a (a) Exclude the income of the person permanently confined to the nursing home, and give the resident no medical deductions;
- b (b) Include the income of the person permanently confined to the nursing home and give the resident the medical deductions.

For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporary/Permanent Absent in this plan.

H. Regular Contributions and Gifts

Regular contributions and gifts received from persons outside the household are counted as income. This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

I. Alimony and Child Support

Regular alimony and child support is counted as income. If the child support is not received on a regular basis, the Authority must count the amount of child support in the divorce decree or separation agreement unless the Authority verifies that the income is not provided.

In order to calculate with any other amount than the amount in the award, the PHA must obtain a certification from the resident as to how much is being received on an annual basis, plus they must have documentation on file that the family has filed with the agency responsible for enforcing the payments.

When a print out is received, the Authority shall use the amount over the last 12 months if no projection of anticipated income can be made.

J. Assets Disposed of for Less than Fair Market Value

The Agency must count assets disposed of for less than Fair Market Value during the two years preceding examination or reexamination. The Authority will count the difference between the market value and the actual payment received, minus any reasonable costs paid for by the resident.

Assets disposed of because of foreclosure, bankruptcy, divorce, or legal separation agreement are not considered assets disposed of for less than Fair Market Value. The PHA's minimum threshold for counting assets disposed of for less than Fair Market Value is \$1000. If the total amount of assets disposed of within a one year period is less than \$1000, and then they will not be considered an asset for the two-year period.

K. Child Care

Childcare will not be given for attending a private school, rather than a public school. However, if the private school also provides day care or after school care, in addition to regular school hours, the after hours can be counted as childcare, as long as the family is eligible for childcare.

Child care cannot be given if there is an adult household member capable of providing care for the child during the time the care is needed. Examples of those adult members who would be considered unable to care for the child include:

The adult member is in a documented child abuse situation;

A medically disabled or older person is unable to care of the child, as evidenced by a doctor's statement.

The reasonableness standard for childcare uses the following criteria:

Child Care To Work:

The maximum childcare allowed will be based on the amount earned by the person enabled to work. The " person enabled to work " will be the adult member of the household who earns the least amount of income from working.

Child Care for School:

The PHA shall compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school (with the addition of travel time to and from school) versus the number of hours claimed for child care. If the child care provider is an unlicensed person; he/she must provide their Social Security Number and a notarized statement of the amount that is being charged.

L. MINIMUM RENT

The HA is implementing a minimum monthly total tenant payment in the Voucher program for all residents of \$50.00

SECTION NINE
VERIFICATION PROCEDURES

A. GENERAL POLICY

The Authority verifies family income, family composition, status of full time students, value of assets, factors allowing a preference, and other factors relating to eligibility determinations before an applicant is issued a voucher.

B. METHODS OF VERIFICATION

1) Third Party Verification

Third party verification is the most effective way of verifying information. Verification forms will be sent by mail to the appropriate third party sources with the request that the form be returned by mail. It is the intent of the PHA that the form shall never pass through the hands of the resident.

In the event that third party verification is not possible, or shall be delayed beyond four weeks of initial request, then staff shall be advised to note accordingly and proceed to third party oral verification.

Oral verification shall be obtained through a telephone call to the source or through a meeting. When third party oral verification is used, staff is required to complete a form noting whom they spoke with, date of conversation, and the nature of the conversation.

Use of Computer Print Outs or TPQY Cards

The Agency shall accept all such computer-generated forms as documentation of third party verification. Such sources and forms include:

Social Security Administration

Veteran's Administration

Unemployment Office

Child Support through Agency Enforcement

2. Review of Documents

In the event, neither third party written or oral verification can be obtained; staff shall request the resident to bring in actual documents at the time of application and reexamination. All documents, excluding government checks, will be copied and retained in the applicant/resident file.

3. Applicant Certification

When verification cannot be obtained by either third party or review of documents, applicants shall be required to submit a notarized statement.

Notarized statements are only to be used as a last resort, when the other forms of verification are impossible to obtain.

C. RELEASE OF INFORMATION

At the application stage, families shall be asked to sign appropriate verification forms as well as a blanket consent form. Each member requested to sign the consent to the release of information form will be provided with a copy of the appropriate forms for their review and signature.

Every verification form will contain the appropriate family member's signature as proof of consent of the third party for the release of specified information and evidence of their understanding of the type and nature of the information being sought.

Family refusal to cooperate with the HUD prescribed verification system shall result in the termination of the household's eligibility.

D. COMPUTER VERIFICATION

Where allowed by HUD and/or other state or local agencies, computer matching will be done. Where computer cards or printouts are a feasible method of verification, these sources shall be utilized.

E. ACCEPTABLE FORMS OF VERIFICATION

This Exhibit lists specific information that must be obtained on verifications. The PHA must develop verification forms and procedures that comply with these requirements.

1. Employment Income

Any verification form MUST request the employer to specify the:

- a) Frequency of pay;
- b) Effective date of the last pay increase;
- c) Probability and effective date of any increases in the next twelve months.

Acceptable forms of verification include:

- 1) Employment verification form completed by employer;

- 2) Check stubs or earning statements showing employee's gross pay per pay period and frequency of pay;
- 3) W-2 forms if applicant has had the same job for at least two years and pay increases can be accurately projected;
- 4) Notarized statements, affidavits of income tax returns signed by the applicant describing self-employment and amount of income or income from tips and other gratuities.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income:

- a) Benefit verification form completed by agency providing the benefits.
- b) Award or benefit notification letters prepared and signed by the authorized agency.

3. Unemployment Compensation

- a) Verification form completed by the unemployment compensation agency
- b) Records from unemployment office stating payment dates and amounts

4. Alimony or Child Support Payments:

- a) Copy of a separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.
- b) A letter from the person paying the support.
- c) Copy of latest check.
- d) Applicant has notarized statement or affidavit of amount received or that support payments are not being received and the likelihood of support payments being received in the future.

5. Net Income from a Business

The following documents show income for the prior years. Staff must consult with tenants and use this data to estimate income for the next twelve months.

- a) IRS Tax return, Form 1040, including any:

Schedule C (Small Business), Schedule F (Farm Income), Schedule E (Rental

property income).

- b) An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerating depreciation was used on the tax return or financial statement.)
- c) Audited or unaudited financial statement(s) of the business.
- d) Loan Application listing income derived from the business during the previous twelve months.
- e) Applicant has notarized statement or affidavit as to net income realized from the business during the previous years.

6. Recurring Gifts

- a) Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates, and value of gifts.
- b) Applicant has notarized statement or affidavit that provides the information in paragraph H 1 above.

7. Family Assets Now Held

For non-liquid assets, collect enough information to determine the current cash value - the net amount the family would receive if the assets were converted to cash.

- a) Verification forms, letters, or documents from a financial institution, broker, etc.
- b) Passbooks, checking account statements, certificates of deposit, bonds or financial statements completed by a financial institution or broker.
- c) *Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.*
- d) Real estate tax statements if tax authority uses approximate market value.
- e) Copies of closing documents showing the selling price, the distribution of the sales proceeds, and the net amount to the borrower.
- f) Appraisals of personal property held as an investment.
- g) Applicant's notarized statements or signed affidavits describing assets or verifying cash held at the applicants home or in safe deposit boxes.

8. Divested Assets

- a) Family's certification as to whether any member has disposed of assets for less than fair market value during the two years proceeding effective date of the

certification or recertification.

b) If the family certifies that they did dispose of assets for less than fair market value - - a certification that shows: (a) all assets disposed of for less than FMV; (b) the date they disposed of the assets; (c) the amount the family received; and (d) the assets ' market value at the time of disposition.

9. Savings Account Interest Income and Dividends:

a) Account statements, passbooks, certificates of deposit, etc., if they show enough information and if they are signed by the financial institution.

b) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the applicant.

c) If an owner accepts an IRS Form 1099 from the financial institution, the owner must adjust the information to project earnings for the next twelve months.

10. Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement:

a) A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next twelve months. (A copy of the check paid by the buyer to the applicant is not sufficient since appropriate breakdowns of interest and principal are not included.)

b) Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

11. Rental Income from Property Owned by Applicant: (Owners must adjust these amounts for changes expected during the next 12 months.)

a) IRS Form 1040 with Schedule E (Rental Income).

b) Copies of latest rent checks, leases or utility bills.

c) Documentation of applicant's income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements, or amortization schedules showing monthly interest expense).

- d) Lessee has written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

12. Full-Time Student Status

- a) Written verification from the registrar's office or appropriate school official.
- b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

13. Child Care Expenses

- a) Written verification from the person who receives the payments.
- b) Verifications must specify the hours and days during which the care is provided, the names of the children cared for, and the frequency and amount of compensation received. (Owners should recognize that Childcare costs may be higher during the summer and holiday recesses.)
- c) Applicant's certification to whether any of those payments have been or will be reimbursed by outside sources.

14. Medical Expenses

- a) Written verification by a doctor, hospital or clinic personnel, dentist pharmacist, etc., of:
 - 1) the estimated medical costs to be incurred by the applicant and of regular payments due on the bills and extent to which those expenses will be reimbursed by insurance or a government agency.
 - 2) The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant.
- b) Social Security Administration's written confirmation of Medicare premiums to be paid by the applicant over the next twelve months.
- c) For attendant care:
 - 1) Doctor's certification that the assistance of an attendant is medically necessary.

- 2) Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family (or copies of canceled checks the family used to make those payments).
- 3) Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.
- d) Receipts, canceled checks, or pay stubs that indicate health insurance premium costs, etc., that verify medical and insurance expenses likely to be incurred in the next twelve months.
- e) Copies of payment agreements with medical facilities or canceled checks that verifies payments made on outstanding medical bills that will continue over all or part of the next twelve months.
- f) Receipts or other record of medical expenses incurred during the last twelve months that can be used to anticipate future medical expenses. Owners may use this approach for " general medical expenses " such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

15. Medical Need for Larger Unit

A reliable medical source must certify that such arrangements are medically necessary.

16. Assistance to Handicapped:

a) Attendant Care

- 1) Attendant's written certification as to: amount received from the applicant/tenant; frequency of receipt; hours of care provided; and/or copies of canceled check applicant/tenant used to make those payments.

b) Auxiliary Apparatus

- 1) Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
- 2) In the case where the handicapped person is employed, a statement from the employer verifying that the auxiliary apparatus is

necessary for the handicapped person to carry out their job duties.

c) In All Cases

(1) Written certification from a doctor or a rehabilitation agency that the handicapped person requires the services of an attendant or the use of auxiliary apparatus to permit the handicapped person to be employed or to function sufficiently independently to enable another family member to be employed.

(2) Family has written certification as to whether they receive reimbursement for any of the expenses incurred for the use of the auxiliary apparatus and the amount of any reimbursement received.

17. Family Type and Membership

a.) For elderly household - - age may be provided by:

- 1) copy of a birth certificate, baptismal certificate, census record, official record of birth or other authoritative document; or
- 2) Receipt of SSI Old Age Benefits Social Security retirement benefits.

b) For handicapped head or spouse - - evidence of receipt of Supplementary Security Income for the disabled, handicapped or blind or Social Security disability benefits. If none of these benefits are received, a physicians certificate is required.

c) For family membership of persons younger than age 18- birth certificate, adoption papers and/or custody agreements.

SECTION TEN

BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. BRIEFINGS

1. Purpose of the Briefing

The purpose of the briefing is to review the voucher holder's packet in order to fully inform the participant about the program so s/he will be able to discuss it with potential participating owners.

2. Briefing Attendance Requirement

All families are required to attend the briefing when they are initially issued a voucher. No voucher will be awarded unless the household representative has attended the briefing.

Failure to attend a scheduled briefing will result in the family's application being returned to the application area. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for another briefing or the application will be returned to the application area if the next briefing cannot be conducted within 30 days.

Failure of the applicant to participate in two scheduled briefings shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

3. Format of the Briefing

Briefing of the Voucher holders is handled on an individual basis by a Section 8 staff member. Applicants are interviewed, given an opportunity to ask questions and are requested to sign the voucher. All voucher holders will receive all items as required by 24 CFR 887.163 as well as an explanation of portability. Package to include:

- 1) Items required by Section 882.163 of the regulations.
- 2) A general information brochure explaining the basics of the rental

program for the landlord.

- 3) A current list of interested landlords and address of their available property
- 4) Description of Fair Market Rents and Voucher Payment Standards.
- 5) Procedure for notifying HUD or the Authority of program abuses such as required side payments or over charges and Housing Quality violations in the unit.
- 6) Any other pertinent materials.
- 7) The HUD brochure, " A Good Place To Live " .
- 8) Conditions and procedures for notifying PHA of changes which
- 9) occur between reexaminations;
- 10)**
- 11) Explanation of portability and advantage of moving to non high -
- 12) poverty areas.
- 13)
- 14) 4. General Policies**
- 15)
- 16) In addition to the briefing requirements to be covered, the following items shall be thoroughly discussed in the briefing session.
- 17)
- 18) The amount of the maximum deposit which can be collected by the owner. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between the owner and resident.
- 19)
- 20) The Authority shall also explain the resident's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their total tenant payment in the Voucher program.
- 21)
- 22) The conditions in the lease under which tenancy may be terminated and the conditions under which assistance may be terminated will be explained.
- 23)

24) The PHA shall also explain that it is obligated to give prospective owners the names and addresses of a Family who has a desire to move and has contacted a prospective owner about renting a unit. The Family will also be informed that the PHA is mandated to give out the names and addresses of past and current landlords of the Family to the Prospective Owner.

25)

26) 5. Household Objectives under the Section 8 Existing Program

Once a household receives a Voucher, he/she has the following obligations:

Find a rental unit, which is the correct size;

Turn in the proper forms to the PHA within the voucher period so that the unit may be approved no later than the 15th of the month before the leasing month.

Keep appointments set by the Authority for determination of continued eligibility;

Notify the Authority within 10 days of changes in household composition and of changes in their income;

Notify the PHA before moving from their unit;

Other obligations of the family, as specified under Termination of Assistance.

6. Owner Referrals

7.

8. Voucher holders are notified at their briefing session that the Authority updates the listing of available housing and are invited to pickup the update from the office. Additional assistance is provided upon request.

9.

10. B. SECURITY DEPOSIT REQUIREMENTS

1. Voucher Program

The owner may collect a Security Deposit in Accordance with State Law. The amount of Security Deposit, if the resident is in-lease-place, may remain at whatever deposit was collected by the owner. The first and last month's rent is not considered a security deposit. The owner should settle the last months rent, if applicable, with

the resident before the beginning of assistance. It can be applied to the Security Deposit formula and/or future rents

C. VOUCHER ISSUANCE

At the close of the briefing session, each household shall be issued a Housing Choice Voucher, which is the contract between the PHA and the household specifying the rights and responsibilities of each party.

1. Expirations

The voucher is valid for 60 days from the date of issuance. Before the expiration, the family must contact the PHA to inquire about assistance the Authority can provide the family in locating suitable housing.

The family must submit a Request for Lease Approval and lease within the 60 days unless the Authority has granted an extension

2. Extensions

A family may request an extension of the voucher time period. All requests for extensions should be received before the voucher expiration date. Extensions are permissible at the discretion of the Authority, if;

- o Extenuating circumstances, such as hospitalization or a family emergency for an extended time which has affected the family's ability to find a unit within the initial 60-day period. Proper verification is required.

- T
he family has evidence that they have made a consistent effort to locate a unit and requested support services from the housing counselor throughout the initial 60-day period concerning their inability to find a unit.

- o The family has submitted a Request for Lease Approval before the expiration of the

60-day period, but the unit has not passed Housing Quality Standards.

The authority staff shall grant an extension not to exceed 30 days with only one additional 30-day extension, if requested and approved.

D. HOUSING PROGRAM PORTABILITY

1. Portability requirements

a) Outgoing Vouchers

The PHA shall allow families to move to another locality and continue their rental assistance under the program as long as:

1. They currently live in the Authority's jurisdiction and hold a valid C/V and,
2. There is a receiving PHA in the new locality willing to provide the program services for the HUD- allowed fee.

The PHA shall allow up to 15% of it's units under lease in the Voucher Program to move to another locality not serviced by the Authority for only "long distance" portable moves, as defined by moves outside the same MSA as the issuing PHA.

The Authority shall permit residents to move from one assisted unit to another under the program as long as:

1. The resident does not violate the family obligations listed on the C/V; or
2. They do not owe the Authority or another PHA money paid under the public housing program or Section 8 program; or
3. The family does not owe the PHA money for any claims paid, even if he/she is current on his/her Repayment Agreement; or
4. The family has not moved under portability within the last 12 months.

b) Incoming Vouchers

The PHA shall accept families with a valid voucher from another PHA's jurisdiction. Upon availability of funding, receiving families shall be absorbed by the Agency.

SECTION ELEVEN
LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR LOCATING HOUSING

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the forty percent of income limitation set by HUD, and must meet the Housing Quality Standards requirements, including minimum bedroom size requirements for units, and meet rent reasonableness guidelines.

B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be utilized on the Voucher program (unless designated otherwise):

All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, garden apartments, townhouses, and high-rises.
Independent Group Residences
Congregate Housing
Single Room Occupancy (only with Board and HUD approval)

Families may not lease properties owned by relatives, without a HUD waiver, such as in the case of a disabled individual.

Housing owned by the PHA is ineligible under the Section 8 Existing Program, as well as units where the family is being subsidized under other Section 8 programs.

C. REQUEST FOR LEASE APPROVAL

The Request for Lease Approval must be submitted before the expiration of the Housing Voucher, unless the Voucher has been extended by the PHA. The Request for Lease Approval Form must be signed by both owner and Voucher holder. The Forms must be submitted to the office by the 15th of each month in order for a Move in Inspection to be performed. Lease Approvals submitted after the 15th will not be scheduled for inspections until the following month.

The Family may submit only one Request for Lease Approval at a time. Should the unit fail to meet Housing Quality Standards, then the Family may submit another Request for Lease Approval before the PHA deadline.

SECTION TWELVE
HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GENERAL PURPOSE

The PHA is required by HUD regulations to inspect the unit to ensure that it is " decent, safe and sanitary " according to Housing Quality Standards.

There are **three** types of inspections the PHA will perform:

- Initial
- Annual
- Move Out

Tenant complaint requests will be referred to the Minimum Housing Inspector of the Town.

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions:

1. Screens shall be required on all exterior windows and doors.
2. All units are required to have sufficient weather -stripping and insulation to ensure the unit is free from drafts.

SECTION THIRTEEN
LEASE APPROVAL/HAP VOUCHER CONTRACT EXECUTION

The PHA shall require the owner to use a lease that contains no prohibited lease provisions. A sample lease may be supplied to the owner by the PHA. Prohibited lease provisions are reviewed in the Property Owner Briefing.

LEASE AGREEMENT

The tenant must have legal capacity to enter a lease under State and Local law. Legal capacity means the tenant is bound by the terms of the lease and may enforce the terms of the lease against the Owner.

The tenant and owner must enter into a written lease for the unit. If the owner uses a standard lease form for unassisted tenants, then the lease must be in standard form, and include the HUD-required Tenancy Addendum. The owner may chose to use the PHA model lease and Tenancy Addendum

The lease must specify all of the following:

1. The names of the owner and tenant
2. The unit rented;
3. The term of the lease;
4. The amount of the monthly rent to owner; and,
5. A specification of what utilities and appliances are to be supplied by the family.
6. The owner must give tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action

RENT REASONABLENESS DETERMINATION

The PHA will make a determination as to the reasonableness of the rent that the owner is proposing in relation to comparable units on the private unassisted market.

The market area for rent reasonableness comparables is the Washington County area, and will be updated annually and attached to this policy as **attachment # 5**.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owner's request annual or special contract rent adjustments.

The PHA will certify and document on a case by case basis that the approved rent does not exceed rents charged by the owner for comparable unassisted units in the private market and is reasonable in relation to rents charged by other owners for comparable units in the private market.

Maximum Rent To Owner at Initial Occupancy

When a family initially receives assistance after the merger date of 10/1/1999, the rent cannot exceed 40% of the family's monthly-adjusted income. This rent cap takes effect for the initial year only and the initial year whenever the family moves to a new unit.

If the family is leasing in place, the maximum rent provision is removed.

The PHA will maintain a rent survey that includes comparables on unassisted units in the market area. The rent survey shall be updated annually. The PHA shall advise the family as to the whether the rent is comparable.

C. LEASE APPROVAL/DISAPPROVAL

After the PHA has reviewed the Request for Lease Approval, conducted a Move In Inspection, and certified that the rent is reasonable, and the tenant is not paying more than forty percent of their income, it approves the Lease. If the PHA determines that the Lease cannot be approved for any reason, the owner and family shall be notified and the reasons provided. If the unit fails inspection, the PHA will provide the owner with a detailed list of items to be corrected and if possible, schedule a re-inspection.

D. HAP CONTRACT EXECUTION

Once the Lease has been approved by the PHA, the HAP Contract shall also be prepared for signatures. All parties shall execute the Lease and HAP Contract documents as appropriate, with copies to each party.

E. DENIAL OF AN OWNER FROM PROGRAM PARTICIPATION

The PHA will deny Owners from program participation on the following grounds:

- 1) Owners who have outstanding amounts owed on real estate taxes, fines, or assessments;
- 2) Owners who have committed "fraud, bribery or other corrupt or criminal acts within the last five years";
- 3) Owners who have engaged in drug trafficking;

- 4) Owners who have a " history or practice of violating Housing Quality Standards";
For this purpose "history" is defined as Owners who have had repeated HQS violations during the last two years and have failed to correct failed items within the time frame specified.
- 5) Owners who have a history of renting units that fail to meet State or local codes;
- 6) Owners who have violated an obligation under the HAP Contract.

SECTION FOURTEEN
OWNER PAYMENT AND UTILITY ALLOWANCE

A. OWNER PAYMENT

Rents are not restricted in the Voucher program by the Fair Market Rents, but must be below Rent Reasonableness. The owner may charge a rent higher than that specified in the FMR as long as it is not over Rent Reasonableness. The minimum family contribution towards rent and utilities is \$50.00. The Payment Standard to be used in the calculation is based on the Voucher size the family holds. The HAP to the owner is the lesser of the actual Housing Voucher Subsidy or the Rent to Owner. The family shall not pay more than forty percent of their income at initial occupancy of a unit.

B. UTILITY ALLOWANCE

The Utility Allowance Schedule is used, and updated annually. The Total Tenant Payment (TTP) is the gross amount paid for shelter and utilities by the family.

If the family pays for some or all of the utilities, the PHA will provide the family with a utility allowance. This is given as a reduction in the family's portion of the rent paid to the owner.

C. UTILITY REIMBURSEMENTS

When the Utility Allowance exceeds the TTP for the family, the PHA will provide a Utility Reimbursement Payment to the family each month.

D. TERMINATION OF PAYMENT WHEN OWNER TERMINATES THE LEASE

If the Owner commences the process to evict the Family, and if the Family continues to reside in the unit, the PHA will continue to make housing assistance payments to the Owner in accordance with the HAP Contract until the Owner has obtained a court judgment allowing the Owner to evict the Family. The PHA will make no further housing assistance payments to the Owner once a judgment has been obtained.

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

SECTION FIFTEEN

ANNUAL ACTIVITIES

There are two activities conducted by the PHA on an annual basis:

- o Annual Re-Examination of Tenant Income
- o Annual HQS Inspection

The PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent, utility allowances, HQS, and tenant income. Recertifications are done quarterly, with all units placed on a quarterly roster by move-in date.

A. ANNUAL RE-EXAMINATION

Families will be requested to provide information on income, assets, allowances, and family composition at least annually. When families move to another unit, an annual re-examination will be scheduled. Income limits shall not be used as a test for continued assistance.

The PHA will maintain a re-examination tracking system and at least 90-120 days in advance of the scheduled re-examination effective date, the family will be notified by mail that s/he is required to attend a re-examination interview on a scheduled date and time.

A Personal Declaration Form and Authorization for Release of Information Form are mailed to the participant to complete and bring to the interview.

At the first annual reexamination after June 19, 1995, the family shall execute the necessary certification indicating each family member's citizenship or eligible immigration status. If a family member has declared eligible immigration status, s/he shall supply the necessary verification documents and authorize primary (and secondary if needed) verification through the INS SAVE system. Based upon the verifications received from the INS, and after exhausting the appeals process, families shall receive one of three types of assistance:

1) Continued ***Assistance*** -- Received by families with citizenship or eligible immigration status; or received by a mixed family with the Head or Spouse having eligible immigration status, and the Family is receiving assistance on 6/19/95, and the Family has no members with ineligible immigration status other than Head, Spouse, children of Head or Spouse, or parents of Head or Spouse.

2) Prorated ***Assistance*** -- Offered to mixed families and based on the statutory formula in

24 CFR Part 912.

3) Temporary *Deferral of Termination of Assistance* -- Received by Families who refuse prorated assistance; such temporary deferral allows families an opportunity to locate and secure "affordable" housing which does not exceed the current rent including utilities plus 25%. The PHA shall grant temporary deferral in six-month increments and shall require monthly progress reports from the family regarding their affordable housing search. At the end of the six month increments, which cannot exceed a total deferral of three years, if the Family has made a concerted effort to obtain affordable housing, as verified, and has been unable to secure such housing, then the Authority shall grant the Family continued prorated assistance, in accordance with the calculation formula in 24CFR Part 912:

Step One:
$$\text{HAP} \times \frac{\text{Percentage of Eligible Family Members}}{\text{Total Family Members}} = \text{Adjusted HAP}$$

Step Two:
$$\text{Contract Rent} - \text{Adjusted HAP} = \text{Tenant Rent}$$

When the re-examination information has been verified and all documents signed by all adult family members, the PHA shall calculate the family's portion of the rent. The PHA will notify the owner and family of its determination of any new rent to be paid. In the case of a rent increase, such increase shall commence on the family's re-examination date.

B. ANNUAL HQS INSPECTION

The PHA shall conduct an annual unit inspection using the Housing Quality Standards. HQS fail items not caused by the Family must be corrected by the owner. The Owner will be given time to correct the fail items according to the following schedule:

- o 30 days for routine fail items.
- o 24 hours to abate the fail item if it is an emergency.

If the owner fails to correct failed items after the notification has been given and the time elapsed, then the following month's HAP is abated. After 60 days (or 48 hours in an emergency), if repairs have not been made, then the HAP is terminated with the owner and the family released from their legal obligations under the Lease, including rent for the months the HAP has been abated.

The Family is responsible for failed items caused by the residents of the Family and/or their guests. The Family will be given time to correct the fail items, if permitted by the Owner, according to the following schedule:

- o 30 days for routine fail items

- o 24 hours for emergency items

If the Owner does not permit the Family to correct the failed items that it is responsible for, then the Owner may correct the failed items and bill the Family for the costs incurred. The Family is then responsible for payment of these costs.

If the Family does not correct the failed items in the time frame specified or reach an mutual agreement with the Owner for reimbursement of the costs to repair these failed items, then the PHA may terminate assistance to the Family and cancel the Contract with a written thirty day notice specifying the reasons for the termination of assistance.

1. Emergency Repair Items

The following items are considered emergency items:

- o Broken lock on first floor window or door
- o Electrical outlet smoking or sparking
- o Escaping gas from gas stove
- o Major plumbing leaks or flooding
- o Natural gas leaks or fumes
- o Electrical situation which could result in shock or fire
- o No heat when outside temperatures are below 50 degrees
- o No running water
- o Utilities shut off
- o Broken glass where someone could get cut
- o Obstacles preventing unit access
- o Plugged and overflowing toilet

2. Responsibility of the Family to Allow Inspections

The PHA must be allowed to inspect the unit at reasonable times with reasonable notice. If the family is not able to be at home, the family must call to reschedule the inspection or make other arrangements to have someone present. If the family misses the inspection, one more inspection will be scheduled and a twenty-dollar fee will be charged. If the family misses two inspection appointments, the PHA will consider the family to have violated a family obligation and their assistance shall be terminated in accordance with notification procedures.

C. RENT INCREASES BY OWNER

In the Voucher program rent increases may be effective with a 60 day written notice to the family and the PHA, after the initial term of the lease. The PHA shall advise the family as to

whether the rent is reasonable.

D. FAMILY MISREPRESENTATION

If the family has committed fraud, the PHA may terminate the assistance and cancel the Contract. In addition, if the family has misrepresented income, assets or allowances that would have caused them to pay a higher rent, the PHA shall execute a Repayment Agreement for the recovery of overpayments.

E. OWNER MISREPRESENTATION

If the owner has committed fraud or misrepresentation, the PHA will terminate the Contract. The PHA can bar the owner from the program for a reasonable period of time (a minimum of one year). The PHA makes every effort to recover funds made to the owner as an overpayment.

F. CHANGE IN OWNERSHIP

The PHA will process a change of ownership only upon the written request of the new owner and if accompanied by a copy of the Recorded Deed showing the transfer of title and the Employer Identification Number or Social Security Number.

G. MINIMUM RENT

The HA is implementing a minimum monthly total tenant payment of \$50.00.

SECTION SIXTEEN
INTERIM ADJUSTMENTS

In the voucher Programs, the TTP, and Tenant Rent will remain in effect for the period between regularly scheduled re-examinations except:

1. The family must report all changes in household composition.
2. The family must report all decreases in income.
3. The family must report all changes in allowances.
4. The family must report all increases of income of \$40.00 or more per month.
5. All FSS families must report all changes in income.

All reporting requirements as listed above must be done within ten calendar days of said change. As a result of such timely reporting, all decreases in rent shall take effect the first day of the following month. As a result of such timely reporting, all increases in rent shall commence only after a full 30 day notice to the family of the rent increase.

If the family does not report the change within ten calendar days, the family will have delayed the interim adjustment and thus, lose the right to any 30 day notice prior to a rent increase. Rather, a rent increase shall commence retroactively back to the month following the date the action occurred causing the increase. A delay in reporting a change resulting in a rent decrease shall cause the lower rent to take effect the month following the completion of the interim adjustment.

If changes are not processed by PHA staff in a timely manner, families shall not be adversely penalized with regard to rent increase and decrease notifications.

At any interim reexamination when there is a new family member, the PHA shall follow the certification and verification requirements concerning the citizenship or eligible immigration status of the new family member, as detailed in 24CFR, Part 912.

SECTION SEVENTEEN
DENIAL OR TERMINATION OF ASSISTANCE

A. CONDITIONS FOR DENIAL OR TERMINATION OF ASSISTANCE

At each Briefing Session for a new family, the PHA shall inform verbally and in writing the specific grounds for terminating assistance. Those grounds are:

- 1) Applicants who owe money to the PHA or another PHA;
- 2) Applicants or participants who have not reimbursed the PHA or another PHA for any amounts paid under a Section 8 Contract for rent or other amounts owed by the Family under the Lease or for a vacated unit;
- 3) Families who have committed program fraud or abuse in any federal housing assistance program (with no Repayment Agreement entered into);
- 4) Participants who have committed repeated or serious violations of the Lease Agreement.
- 5) Participants who owe the PHA or another PHA money shall be denied issuance of a voucher to move to another unit;
- 6) Participants whose TTP is greater than or equal to Gross Rent and six months has elapsed since the last HAP;
- 7) Applicants or participants whose appropriate family members do not provide Social Security information or documentation as required by 24CFR.
- 8) Families who receive dual forms of any federal housing assistance;
- 9) Families who engage in drug related or violent criminal activity. Drug related criminal activity is defined as the illegal manufacture, use, sale, distribution, or possession with intent to manufacture, use, sell or distribute a controlled substance, or a family member who engages in an act or threat of physical violence against the person or property of another, including an employee of the PHA.

As a measure to determine whether this family obligation has been violated, one of the following situations must occur:

- (a) There has been a conviction within the past 5 years for drug related or violent criminal activity;
- (b) There has been an arrest within the past 12 months for drug related or violent criminal activity;
- (c) There has been an eviction from any federally assisted housing program for drug related or violent criminal activity within the last three years, starting from the date of eviction.

10) The Family has violated any one of the following Family Obligations:

- o The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including the submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
- o The Family must supply any information requested by the PHA or HUD for use in regularly scheduled re-examination or interim re-examination of Family income and composition in accordance with HUD requirements.
- o All information supplied by the Family must be true and accurate.
- o HQS breach caused by the Family. The Family is responsible for an HQS breach caused by the Family.
- o The Family must notify the PHA and the Owner before the Family moves out of the unit, or terminates the Lease to the Owner.
- o The Family must give a copy of any eviction notice received to the PHA within five days of receipt of the notice.
- o The composition of the assisted Family residing in the unit must be approved by the PHA. The Family must advise the PHA of the birth, adoption, or court-awarded custody of a child within ten days.
- o The Family must notify the PHA within ten days if any Family member no longer resides in the unit.

- o If the PHA has given approval, a foster child or live-in aide may reside in the unit.
- o Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit.
- o The Family must not sublease or sublet the unit.
- o The Family must not assign the lease or transfer the unit.
- o The Family must supply any information or certification requested by the PHA to verify that the Family is living in the unit, including any PHA-requested information or certification for the purposes of absences. The Family must notify the PHA of any absence from the unit for a period of more than ten days.
- o The Family must not own or have any interest in the unit.
- o An assisted Family, or members of the Family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit, or a different unit, under any duplicative Federal, state or local housing assistance programs.

11) The family must not engage in the abuse of alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples of such activities which interfere with the health, safety or right to peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, stalking, threats to other persons of physical violence or intimidation, breaking and entering, and assault. These activities shall be verified by local, state or national criminal records and include incident reports, arrests, and convictions.

B. OTHER CONDITIONS FOR TERMINATION OF ASSISTANCE

If a family or owner does not execute the Lease or HAP Contract, the Lease is not in effect and no HAP is made for the new unit.

If a HAP Contract termination is necessary or assistance is terminated, a notice of the family's right to an informal hearing is required. Both parties shall be informed with a written 30-day notice of the termination of a Contract or assistance. The termination of assistance notice must state:

- o The reasons for the termination
- o The effective date of the termination
- o The family's right to request an informal hearing
- o The family's responsibility to pay the full rent if it remains in occupancy after the termination date.

In determining whether to deny admission or terminate assistance, the Housing Authority shall:

- (a) consider reasonable accommodations for a person with disabilities

C. \$0 ASSISTANCE FAMILIES

As stated above, \$0 assistance families may remain on the program for six months from the effective date they went to \$0 assistance. If the owner requests a rent increase during that year and the rent increase would cause the PHA to resume HAP payments, or if there were a loss of income by the family, the HAP payments would be resumed. When the six months has ended, the owner should be notified in writing of the termination of the HAP Contract, in accordance with federal regulations. The family shall be notified of their rights to remain on the program at \$0 assistance for six months.

If the family chooses to move during the six-month period, a new Contract shall only be executed if assistance is determined necessary by virtue of the Contract Rent and Family Income.

SECTION EIGHTEEN
OWNER CLAIMS

For HAP Contracts executed on or after October 2, 1995, owners will not be permitted to file any "special claims".

A. MOVE OUT INSPECTIONS

Move out inspections are performed within five days after the family has vacated the unit, if requested by owner or tenant. The PHA shall give a written notice to the family informing them of the scheduled move out inspection date and require that the family be present at the inspection. The PHA staff shall inform the owner of the move out inspection date and require his/her attendance.

For HAP Contracts executed on or after October 2, 1995, the owner may not file any claims with the PHA for unpaid rent.

C. DAMAGES

For any HAP Contracts executed on or after October 2, 1995 the owner may not file any claims with the PHA for damages.

For HAP contracts executed on or after October 2, 1995 the owner may not file a claim for vacancy loss with the PHA.

SECTION NINETEEN
COMPLAINTS AND APPEALS

A. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

An informal review is for applicants. These families must be notified in writing of their right to an informal review in the following circumstances in which the PHA makes a decision affecting their eligibility or assistance:

- o Listing on the PHA's Wait List;
- o Denial of a Preference;
- o Issuance of a Voucher; and,
- o Participation in the program.

The PHA will give the applicant a prompt written notice of the determination, which will describe:

- o The reasons for the decision;
- o The procedures for requesting a review if desired; and
- o The time frames for a review.

The Informal Review shall be conducted by a Hearing Officer who is a person appointed by the PHA who is neither the person involved in the decision or a subordinate of such person.

The applicant will be given the option of presenting oral or written objections to the decision in question. The family has a right to legal counsel, at their own expense. The Hearing Officer must regulate the conduct of the hearing. Both the PHA and the family must have the opportunity to present evidence and/or witnesses. A notice of the Review Findings shall be provided in writing to the applicant and explain the reasons for the final decision. All supporting documentation shall be kept in the Family's file.

B. INFORMAL REVIEW HEARING FOR PARTICIPANTS

Appeals by participants in the Section 8 Existing Housing Program shall be handled in accordance with federal regulations. The same notification and hearing requirements shall be followed as described with applicants above. The PHA must provide participants with an opportunity for an informal hearing for decisions related to:

- o Calculation of the TTP or Tenant Rent;
- o Denial or termination of assistance;
- o Determination that a family is overhoused and is denied an exception to the

- o occupancy Standards; and
- o Determination of bedroom size on the Voucher.

For decisions regarding termination of assistance, the PHA will not conduct the hearing before terminating assistance. The PHA may implement the following changes before the hearing:

- o Changes in TTP or Tenant Rent;
- o Denial of a new voucher for a family that wants to move;
- o payment standard determination for a family that wants to move.

C. DISCOVERY

The Family will be granted the opportunity to review PHA documents relevant to the issues involved prior to the informal hearing. The PHA shall make the documents available to the Family at the PHA Office. The family may request copies of any relevant documents. Copies will be made for the Family at their expense. The PHA will not permit the removal of original documents from the PHA office.

The Family will also make available to the PHA any relevant documents requested prior to the informal hearing. Neither party may introduce as evidence any documents requested and not made available to the other party prior to the informal hearing.

SECTION TWENTY
REPAYMENT AGREEMENTS

Repayment Agreements are executed with families who owe the PHA money. If the PHA enters into a Repayment Agreement, it shall be negotiated with the goal of full repayment.

A. VIOLATION OF FAMILY OBLIGATIONS OR FRAUD

If the PHA determined that the family committed willful violation, it may terminate the family's assistance, as willful intent is considered violation of a family obligation. If the family failed to supply the information needed at certification or recertification, their assistance can be terminated as a violation of a family obligation.

Families who are in default of an executed Repayment Agreement by missing two consecutive payments for cases of unreported income shall have their assistance terminated under breach of a Repayment Agreement.

If the family is in default of the Repayment Agreement, its assistance shall be terminated with a 30 day written notice.

B. ABILITY TO MOVE WITH CONTINUED ASSISTANCE

The Family may move one or more times with continued assistance under the program. However, the Family may not move during the initial year of assisted occupancy and the Family may not move more than once during a one-year period.

If the Family is in default of a payment Agreement due to unreported income, their assistance may be terminated. The Family will be considered to be in default of a repayment agreement if they miss two consecutive payments and are not current on their Repayment Agreement. If the Family is in default of a Repayment Agreement due to damages, the PHA may refuse to reissue the voucher should the Family wish to move.

However, if financially feasible, the PHA may allow the Family to move with continued assistance because of extenuating circumstances in the above mentioned cases.

SECTION TWENTY-ONE
PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

A. INITIAL PAYMENT STANDARDS

The Payment Standard shall be initially set by the PHA as the Fair Market Rent in effect at the time the ACC is approved for the first increment of Housing Voucher funding, and may be upgraded annually. The Payment Standard will never exceed the Rent Reasonableness for the area. The same Payment Standard shall be used for all increments of funding.

B. AFFORDABILITY ADJUSTMENTS

Affordability adjustments are made to provide additional housing assistance payments to families to keep rents affordable. The PHA shall review the Payment Standards annually to determine whether an affordability adjustment should be made. The PHA shall use rent reasonableness data in analyzing the average Voucher Rents to Owner.

***SECTION TWENTY-TWO
OPERATING RESERVE WITHDRAWALS***

The PHA shall require approval by its Board of Commissioners for any expenditure made from its Operating Reserve in an amount exceeding \$1500.00. Expenditures less than the \$1500.00 threshold shall not require a Board vote and can be made by the Executive Director.

GLOSSARY OF ACRONYMS

ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CPI	Consumer Price Index; published by the Dept. of Labor as an inflation factor.
CR	Contract Rent
EOHP	Equal Opportunity Housing Plan
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FMHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GR	Gross Rent
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Amendments of 1981
HQS	Housing Quality Standards

HUD	Housing and Urban Development
HURRA	Housing and Urban/ Rural Recovery Act of 1983
IG	Inspector General
IPA	Independent Public Accountant
IPS	Initial Payment Standard
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the Census Bureau
PHA	Public Housing Agency
PMSA	Primary Metropolitan Statistical Area
PS	Payment Standard
RAD	Regional Accounting Division
RFLA	Request for Lease Approval
RFP	Request for Proposals
RIGI	Regional Inspector General for Investigation
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

GLOSSARY OF TERMS

Adjusted Income -- Annual incomes minus allowable HUD deductions

Aggrieved Person -- Includes any person who claims to have been injured by a discriminatory housing practice; or believes that such a person will be injured by a discriminatory housing practice that is about to occur.

Accessible -- The facility, when designed, constructed, or altered can be approached, entered and used by individuals with impairments; with regard to units, means that the unit must be located on an accessible route and as such, can be approached, entered and used by an individual with an impairment.

Accessible Route -- For mobility impairment, a continuous or unobstructed path, and connecting elements and spaces in a building or facility that complies with space and reach requirements of the Uniform Federal Accessibility Standards.

Adaptability -- The ability to change certain elements in a dwelling unit to accommodate the needs of persons with impairments or special needs.

Alteration -- Any change in a facility or its permanent fixtures or equipment. It includes remodeling, renovation, rehabilitation, reconstruction, changes, or rearrangements in structural parts and extraordinary repairs. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

Annual Contributions Contract -- A written agreement between HUD and a PHA to provide annual contributions to cover housing assistance payments and other expenses pursuant to the Act.

Annual Income -- The anticipated total annual income for an eligible family from all sources for a 12-month period, in accordance with 24CFR.

Auxiliary Aids and Services -- Means services or devices that enable persons with a disability to have an equal opportunity to participate in and enjoy the benefits of programs or activities. The PHA is not required to provide individually prescribed devices, readers for personal use or study, or such devices of personal nature. Such aids and services include making aurally delivered materials accessible to hearing impaired: qualified interpreters; note-takers; transcription services; written materials; assertive listening devices; closed caption decoders; TDDs; videotext display; qualified readers. Also making visually delivered materials accessible to the vision impaired: qualified readers; taped text; audio recordings;

Braille materials; large print materials.

Child Care Expenses -- Amounts paid by a family for the care of children under 13 years of age to enable an adult family member to work, look for work or attend an academic or vocational course.

Contract Rent -- The total rent paid to the owner, including the family's portion and the HAP.

Current Illegal Use of Drugs -- Means use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is an ongoing problem. (Reference is ADA Section 36.104 and 36.209)

Dependent -- A member of the Family other than Head or Spouse, foster children, live in aides, who is younger than 18, or is disabled, handicapped, or a full time student.

Disabled Person -- A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(5) (b) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

A) Section 223 defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of a person who has attained the age of 55 and is blind, and is unable to engage in any substantial gainful activity requiring skills or abilities comparable to those of any gainful activity previously engaged in with some regularity and over a substantial period of time.

b) The Developmental Disabilities Act defines disability as: a disability attributable to mental retardation; cerebral palsy; epilepsy; or another neurological condition of an individual found to be closely related to mental retardation or to require treatment similar to that required for the mentally retarded, which originates before the age of 18, continues indefinitely, and constitutes a handicap to the person.

Elderly Household -- A family whose Head or Spouse or sole member is 62 years of age or older, disabled, or handicapped.

Elderly Person -- One who is at least 62 years of age.

Fair Market Rent -- The rent limit published in the Federal Register, which includes utilities and ranges and refrigerators.

Family -- One or more persons who have applied for the assistance program.

Familial Status -- One or more individuals under the age of 18 whom have been living with:

- a) a parent or person having legal custody; or
- b) the designee of such parent or other person having such custody with the written permission of such parent or the person.

Full Time Student -- A person carrying a course load that is considered full time under the standards and practices of the educational institution attended.

Gross Rent -- The sum of the Contract Rent plus utility allowance.

Handicapped Person -- A person having an impairment which: a) is expected to be of long continued and indefinite duration; b) substantially impedes the ability to live independently; and c) is of such nature that such handicap could be improved by more suitable housing conditions.

Important: this is the statutory program definition of handicap for purposes of admission and occupancy. This is different from the definition provided in 24CFR Part 8.3, the implementing regulations for Section 504 of the 1973 Rehabilitation Act.

Individual with Handicaps (504 Definition) -- Means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

Major Life Activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

A record of such impairment means a history of OR misclassification of having a mental or physical impairment that substantially limits one or more major life activities.

Is regarded as having such impairment means the treatment by a recipient or attitude of a recipient as constituting impairment, although impairment may not exist.

Physical or mental impairment includes: 1) any physiological disorder or condition; cosmetic disfigurement; or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin and endocrine; or 2) any mental or physiological disorder, such as mental illness; mental retardation; organic or brain syndrome; emotional illness; and specific learning disabilities.

Includes such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism, persons with Human Immunodeficiency Virus infection (HIV).

Exclusions from the 504 Definition of Handicaps: For purposes of programs and activities the definition does not include: any individual whose current use of alcohol or drugs prevents them from participating in the program or activity; or whose participation by reason of current use, would constitute a direct threat to the property or safety of others.

Housing Assistance Payment -- The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the HAP Contract.

Non-housing facilities requirements -- The section of the 504 regulations that requires alterations to existing non-housing facilities shall, to the maximum extent feasible, be made readily accessible by individuals with handicaps. Maximum extent feasible is not interpreted as requiring that a recipient make a non-housing facility, or element thereof accessible if doing so would impose undue financial and administrative burdens on the operation of the program or activity.

Person in the business of selling or renting -- A person or entity is considered to be in the business of selling or renting dwellings if: s/he owns a dwelling designed, intended for use, or occupancy by five or more families; or within the preceding 12 months has acted as principal in three or more rental or sales transactions; or within the preceding 12 months has acted as agent in the sale or rental in two or more sales or rental transactions.

Program or Activity -- All operations of a department, agency, special purpose district; or other instrumentality of a state or local government; or the state or local government entity that distributes assistance to other state or local government entities and each department or agency to which the assistance is extended; college, university, other post-secondary institution, or public system of higher education, vocational education system; an entire corporation, partnership, other private organization, or an entire sole proprietorship; the entire plant or other comparable, geographically separate facility to which Federal assistance is extended; any other entity which is established by 2 or more of the entities listed above any

part of which is extended Federal financial assistance.

Project -- The whole of one or more residential structures and appurtenances, equipment, roads, walks and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Service Animal -- Any guide dog, signal dog, or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding persons with impaired vision, alerting persons with impaired vision and hearing, providing minimal protection or rescue work, pulling a wheelchair, etc. (See ADA 36.104)

Structural Impracticability -- Changes that have little likelihood of being accomplished without removing or altering load bearing structural members and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.

Recipient -- Any state or its political subdivisions, any instrumentality of a state or its political subdivision, any public or private agency, institution, organization or other entity, or any person to which Federal financial assistance is extended for any program or service through another recipient. An entity or person receiving housing assistance payments on behalf of an eligible family under the Certificate or Voucher program is not a recipient merely by virtue of receipt of such payments.

FAIR MARKET RENTS AND VOUCHER PAYMENT STANDARDS
Effective and Adopted 10/01/1999

Efficiency FMR: \$408.00

One Bedroom FMR: \$555.00

Two Bedroom FMR: \$667.00

Three Bedroom FMR: \$838.00

Four Bedroom FMR: \$1032.00

INCOME LIMITS
effective 10/1/199

INCOME	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons
Extremely Low	10,100	11,550	13,000	14,450	15,600	16,750
Very Low Income	16,850	19,250	21,650	24,050	25,950	27,900
Low Income	26,950	30,800	34,650	38,500	41,550	44,650

RENT REASONABLENESS LIMITS
EFFECTIVE 2/200

0 BR	\$ 400.00
1 BR	\$ 611.00
2 BR	\$ 734.00
3 BR	\$ 920.00
4 BR	\$1135.00

ATTACHMENT #2-RI012-V01-ADMISSIONS
POLICY

**SOUTH KINGSTOWN
HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY
POLICIES**

Revision Date: March 2000

MISSION STATEMENT

OUR MISSION IS TO PROVIDE DECENT, SAFE, AND AFFORDABLE HOUSING FOR OUR RESIDENTS; TO AID OUR RESIDENTS IN PROCURRING THE TOOLS AND LIFE SKILLS TO REACH THEIR GOALS OF SELF-SUFFICIENCY, AND ECONOMIC INDEPENDENCE; AS WELL AS BECOMING A VIABLE ASSET IN THE COMMUNITY IN WHICH THEY LIVE.

WHILE MEETING THIS GOAL; THE AUTHORITY WILL MAINTAIN OUR PROPERTIES WITH PRIDE, TREAT OUR RESIDENTS WITH RESPECT, STRIVE TO BE AN ASSET TO THE TOWN IN WHICH WE DO BUSINESS; AND REMEMBER OUR FIDUCIARY DUTIES TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE TAXPAYERS WE SERVE.

Admissions and Continued Occupancy Policies
Table of Contents

Section 1	Definitions
Section 2	Statement of Compliance
Section 3	Eligibility Requirements
Section 4	Resident Selection Criteria
Section 5	Resident Assignment Plan
Section 6	Verifications
Section 7	Notification to Applicants
Section 8	Broad Range of Incomes-Deconcentration Policy
Section 9	Suspension of Application Taking
Section 10	Conditions for Continued Occupancy
Section 11	Occupancy Standards
Section 12	Lease Agreement
Section 13	Annual Re-examinations
Section 14	Interim Adjustments
Section 15	Pet Policy
Section 16	Grievance Procedure
Exhibit One ----	Income Limits
Exhibit Two ---	Assets/Income/Allowances
Exhibit Three --	Verifications
Exhibit Four-----	Trespass Policy
Exhibit Five-----	Flat Rents

SECTION ONE

DEFINITIONS

Adult -- A household member who has reached the age of legal majority in the state of Rhode Island and is therefore capable of entering into legally binding contracts.

Adjusted Income -- Annual incomes minus allowable HUD deductions

Aggrieved Person -- Includes any person who claims to have been injured by a discriminatory housing practice; or believes that such a person will be injured by a discriminatory housing practice that is about to occur.

Accessible -- The facility, when designed, constructed, or altered can be approached, entered and used by individuals with impairments; with regard to units, means that the unit must be located on an accessible route and as such, can be approached, entered and used by an individual with an impairment.

Accessible Route -- For mobility impairment, a continuous or unobstructed path, and connecting elements and spaces in a building or facility that complies with space and reach requirements of the Uniform Federal Accessibility Standards.

Adaptability -- The ability to change certain elements in a dwelling unit to accommodate the needs of persons with impairments or special needs.

Alteration -- Any change in a facility or its permanent fixtures or equipment. It includes remodeling, renovation, rehabilitation, reconstruction, changes, or rearrangements in structural parts and extraordinary repairs. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

Annual Income -- The anticipated total annual income for an eligible family from all sources for a 12-month period, in accordance with 24CFR.

Applicant -- A person of statutory legal age that is the head of a household, whose family conforms to all the requirements for admission, and who has completed an application and all required forms at the Housing Authority rental office.

Assets-- The value in equity of real property, savings, stocks, bonds, checking and other

forms of capital investments (the value of necessary personal property are not assets).

Auxiliary Aids and Services -- Means services or devices that enable persons with a disability to have an equal opportunity to participate in and enjoy the benefits of programs or activities. The PHA is not required to provide individually prescribed devices, readers for personal use, study, or devices of personal nature. Such aids and services include making aurally delivered materials accessible to hearing impaired: qualified interpreters; notetakers; transcription services; written materials; assistive listening devices; closed caption decoders; TDDs; videotext display; qualified readers. Also making visually delivered materials accessible to the vision impaired: qualified readers; taped text; audio recordings; Braille materials; large print materials.

Child Care Expenses -- Amounts paid by a family for the care of children under 13 years of age to enable an adult family member to work, look for work or attend an academic or vocational course.

Current Illegal Use of Drugs -- Means use of drugs that occurred recently enough to justify a reasonable belief that a person's drug use is an ongoing problem. (Reference is ADA Section 36.104 and 36.209)

Dependent -- A member of the Family other than Head or Spouse, foster children, live in aides, who is younger than 18, or is disabled, handicapped, or a full time student.

Disabled Person -- A person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(5) (b) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

A) Section 223 defines disability as:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of a person who has attained the age of 55 and is blind, and is unable to engage in any substantial gainful activity requiring skills or abilities comparable to those of any gainful activity previously engaged in with some regularity and over a substantial period of time.

B) The Developmental Disabilities Act defines disability as: a disability attributable to mental retardation; cerebral palsy; epilepsy; or another

neurological condition of an individual found to be closely related to mental retardation or to require treatment similar to that required for the mentally retarded, which originates before the age of 18, continues indefinitely, and constitutes a substantial handicap to the person.

Displaced Person -- A person who has been or shall be displaced by public or governmental action or a federally recognized disaster.

Elderly Household -- A family whose Head or Spouse or sole member is 62 years of age or older, disabled, or handicapped.

Elderly Person -- One who is at least 62 years of age.

Family -- One or more persons who have applied for the assistance program.

Familial Status -- One or more individuals under the age of 18 whom have been living with:

- a) A parent or person having legal custody; or
- b) The designee of such parent or other person that has such custody with the written permission of such parent or the person.

Full Time Student -- A person carrying a course load that is considered full time under the standards and practices of the educational institution attended.

Handicapped Person -- A person having an impairment which: a) is expected to be of long, continued and indefinite duration; b) substantially impedes the ability to live independently; and c) is of such nature that such handicap could be improved by more suitable housing conditions.

Important: this is the statutory program definition of handicap for purposes of admission and occupancy. This is different from the definition provided in 24CFR Part 8.3, the implementing regulations for Section 504 of the 1973 Rehabilitation Act.

Individual with Handicaps (504 Definition) -- Means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

Major Life Activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

A record of such impairment means a history of OR misclassification of having a mental or physical impairment that substantially limits one or more major life activities.

Is regarded as having such an impairment means the treatment by a recipient or attitude of a recipient as constituting an impairment, even though an impairment may not exist.

Physical or mental impairment includes: 1) any physiological disorder or condition; cosmetic disfigurement; or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin and endocrine; or 2) any mental or physiological disorder, such as mental illness; mental retardation; organic or brain syndrome; emotional illness; and specific learning disabilities.

Includes such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism, persons with Human Immunodeficiency Virus infection (HIV).

Exclusions from the 504 Definition of Handicaps: For purposes of programs and activities the definition does not include: any individual whose current use of alcohol or drugs prevents them from participating in the program or activity; or whose participation by reason of current use, would constitute a direct threat to the property or safety of others.

Material Misrepresentation -- Falsification of information relative to verifying family composition, income, assets, and other factors relating to eligibility determination and federal preference eligibility as well as continued occupancy.

Non-housing facilities requirements -- The section of the 504 regulations that requires alterations to existing non-housing facilities shall, to the maximum extent feasible, be made readily accessible by individuals with handicaps. Maximum extent feasible is not interpreted as requiring that a recipient make a non-housing facility or element thereof accessible if doing so would impose undue financial and administrative burdens on the operation of the program or activity.

Person in the business of selling or renting -- A person or entity is considered to be in the business of selling or renting dwellings if: s/he owns a dwelling designed, intended for use, or occupancy by five or more families; or within the preceding 12 months has acted as principal in three or more rental or sales transactions; or within the preceding 12 months has acted as agent in the sale or rental in two or more sales or rental transactions.

Program or Activity -- All operations of a department, agency, special purpose district; or other instrumentality of a state or local government; or the state or local government entity

that distributes assistance to other state or local government entities and each department or agency to which the assistance is extended; college, university, other post-secondary institution, or public system of higher education, vocational education system; an entire corporation, partnership, other private organization, or an entire sole proprietorship; the entire plant or other comparable, geographically separate facility to which Federal assistance is extended; any other entity which is established by 2 or more of the entities listed above any part of which is extended Federal financial assistance.

Project -- The whole of one or more residential structures and appurtenances, equipment, roads, walks and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Resident -- A person who has lived, works, or has been hired to work in the jurisdiction of the PHA.

Service Animal -- Any guide dog, signal dog, or other animal trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to, guiding persons with impaired vision, alerting persons with impaired vision and hearing, providing minimal protection or rescue work, pulling a wheelchair, etc. (See ADA 36.104)

Structural Impracticability -- Changes that have little likelihood of being accomplished without removing or altering load bearing structural members and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.

Recipient -- Any state or its political subdivisions, any instrumentality of a state or its political subdivision, any public or private agency, institution, organization or other entity, or any person to which Federal financial assistance is extended for any program or service through another recipient. An entity or person receiving housing assistance payments on behalf of an eligible family under the Certificate or Voucher program is not a recipient merely by virtue of receipt of such payments.

Violations -- There are two types of violations to the Lease and Policies: program and criminal. Examples of program violations include:

- o Failing to submit requested verifications
- o Failing to appear for scheduled appointments or complete the re-examination
- o Failing to pay rent or other charges
- o Failing to report changes in assets, income, allowances or household composition
- o Vacating the unit in violation of the Lease

Examples of criminal violations include:

- o Knowingly omitting income or assets of self or household member
- o Knowingly under-reporting income/assets of self or household member
- o Knowingly overstating deductions
- o Using false identities or Social Security Numbers
- o Using false documents
- o Falsifying number of household members

SECTION TWO
STATEMENT OF 504 COMPLIANCE

The Housing Authority is in compliance with Section 504 of the 1973 Rehabilitation Act, and notifies the public that:

1. No qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any Federally assisted program or activity administered by the Agency;
2. The Agency shall provide employment opportunities, benefits, access to housing and other appropriate services in a manner that will not subject qualified individuals with handicaps to discrimination solely on the basis of handicap; and,
3. The Agency shall not participate in any contractual or other relationship that has the effect of subjecting qualified individuals with handicaps to discrimination solely based on handicap.

The Authority shall take reasonable steps to achieve equal opportunity to apply for, and if found eligible, enjoy the housing premises. Debra A. Hart is the 504 Coordinator for the Agency and is responsible for the daily administrative operations of the 504 program. That person can be reached at 783-0126.

IF YOU HAVE A VISUAL IMPAIRMENT, HEARING OR PHYSICAL IMPAIRMENT THAT DOES NOT PERMIT YOU TO READ THIS NOTICE, THE 504 COORDINATOR SHALL PROVIDE APPROPRIATE ASSISTANCE UPON REQUEST.

TO SCHEDULE THIS ASSISTANCE PLEASE CALL 401-783-0126 MONDAY THROUGH FRIDAY FROM 8:30 a.m.-4:30 p.m.
IF YOU HAVE A HEARING IMPAIRMENT YOU MAY CALL OUR TDD AT 401-792-9642. ASSISTANCE WILL BE PROVIDED IN A CONFIDENTIAL MANNER AND SETTING.

Fair Housing and Equal Opportunity Requirements and Statement of Nondiscrimination:

It is the policy of the property to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII, and Section 3 of the Civil Rights Act of 1968

(as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the 1973 Rehabilitation Act of 1973, the Age discrimination Act of 1975, and any legislation protecting the individual rights of the residents, applicants or staff which may subsequently be enacted.

The property shall not discriminate because of race, color, sex, religion, age, handicap, disability or national origin in the leasing, rental or other disposition of housing or related facilities under its jurisdiction thereof, in the following areas:

- 1) Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;**
- 2) Provide housing which is different than that provided others;**
- 3) Subject a person to segregation or disparate treatment;**
- 4) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;**
- 5) Treat a person differently in determining eligibility or other requirements for admission;**
- 6) Deny a person access to the same level of services: or,**
- 7) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.**

The property shall not automatically deny admission to a particular group of otherwise eligible applicants. Each applicant shall be treated on an individual basis in the normal processing routine.

The property will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, the property will make reasonable accommodations for individuals with handicaps or disabilities (applicants and residents). Such accommodations may include changes in the administration of policies, procedures, or services. In addition, the property may perform structural modifications to housing and non-housing facilities where such modifications would be necessary to afford full access to the housing program for the qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with handicaps, the property is not required to:

- 1) *Make alterations that require the removal or alteration of a load-bearing structural member;*
- 2) Provide an elevator for achieving accessibility;
- 3) Provide support services that are not already part of its housing programs;
- 4) Take any action that would result in a fundamental alteration of the nature of the program or service;
- 5) Take any action that would result in an undue financial and administrative burden for the property.

II. Privacy Policy

It is the policy of the property to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the property.

Therefore, the property shall not disclose any personal information contained in its records to any person or agency unless the individual about whom such information is requested shall give written consent to such disclosure (as permitted in the Authorization for Release of Information Form).

This privacy policy in no way limits the property's ability to collect needed information to determine eligibility or compute rent.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on the handicap or disability of an individual will be treated in a confidential manner.

SECTION THREE
ELIGIBILITY CONDITIONS

The Housing Authority shall consider eligible applicants who, at the time of application, meet all of the following conditions as outlined by HUD regulations and who have submitted complete applications for housing. The following criteria shall be utilized to determine an applicant's eligibility.

1. Who qualifies as a family or single person.
2. Whose gross income does not exceed the HUD determined applicable income limits for admission.
3. Who are Citizens or Non-citizens who have eligible immigration status in compliance with 24 CFR Part 200.
4. Who have not committed any Fraud in any Federal Housing Assistance program.
5. Who agrees with the unit size standards contained herein.
6. Who agrees to pay the rent required by the subsidy program.
7. Who agrees that the unit shall be the family's only residence.
8. Who has verified to all disclosed Social Security Numbers for family members six years of age and older.
9. The applicant family shall be ineligible for admission to public housing if any family member has been evicted from public housing, Indian housing, Section 23 or any Section 8 program because of drug related criminal activity. The five-year period shall start on the start date of the eviction.

Drug related criminal activity is defined as the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.
10. Who agree to pay a monthly minimum rent of \$50.00.

SECTION FOUR
RESIDENT SELECTION STANDARDS

The South Kingstown Housing Authority uses a two step determination process before declaring an applicant eligible and qualified for housing assistance. This process meets the mandatory requirements etched in federal statute (as evidenced by the 1996 Housing Opportunity Program Extension Act) as well as prior federal regulatory language governing the Housing Authority's responsibility to develop reasonable and consistent standards for applicant evaluation.

*Each applicant must first satisfy the **conditions of eligibility** as found earlier in this Policy. An applicant who does not satisfy the conditions of eligibility as mandated by federal regulations shall be declared ineligible for housing. Only after an applicant has satisfied the conditions of eligibility shall the applicant then proceed to meet the **conditions of suitability** as determined by the Housing Authority's resident selection standards.*

An applicant who does not satisfy the conditions of suitability shall be rejected by the Housing Authority.

The Authority will evaluate each applicant to determine whether the applicant would be reasonably expected to have a detrimental effect on the other tenants or on the project environment. The Authority will deny admission to any applicant whose habits and practices may be expected to have a detrimental effect on the other tenants or on the project environment.

The Authority will make an informed determination about the applicant's suitability as a tenant and must assure that selection among otherwise eligible applicants is objective and reasonable. This includes:

- 1) An applicant's past performance in meeting financial obligations, especially rent:
 - a) All qualified applicants, at the time of in person interviews, will be requested to submit consecutive rent receipts for six months prior to the interviews for examination by the staff for the purpose of verifying residence, rental amount and timely payment history. Verification will be obtained also from the current landlord verification form. The exception to this is qualified applicants who have been residing with friends or relatives and have no prior leasing experience for the last year or more. Such applicants will be afforded like treatment as other applicants.

Those applicants whose receipts evidence a late payment record (more than

ten days past due on two or more occasions over the last year) will be rejected on the basis of poor rental habits.

b) All available credit references will be checked without charge to the applicant. The following items will be considered as examples of unfavorable credit reference, and upon follow up by management to verify it's current status, shall serve as the basis for rejection:

(1) Families/persons with more than two accounts rated 120 days or more past due within the past year, or

(2) Families/persons with two or more outstanding collections at the time of initial application and or collection records for non-payment of rent within the past year, or

(3) Families/persons with one or more outstanding civil judgments or civil suits within the past year at the time of application for matters other than non-payment of rent, or

(4) Families/persons who have filed bankruptcy within the past year unless said bankruptcy is, in the sole discretion of management, the result of a medical catastrophe or part of a divorce or legal separation agreement.

Those applicants who have an unsatisfactory credit rating, as indicated above, or who have been late in rent payments on two or more occasions within the past year, will not be considered ineligible if the reason for such rental delinquency or unfavorable credit is due to that applicant family paying in excess of 50% of their income for rent. In such instances, those families shall be afforded like treatment with consideration given to other screening criteria.

All credit shown in the report issued by the local credit bureau will reflect positively or negatively on the both spouses in the absence of divorce and/or other legal documentation, brought to the attention of management by the initiation of the applicants, which clearly separates the parties' credit responsibilities.

In the case of unfavorable credit references, the responsibility of management is limited to informing applicant families that their eligibility has been rejected based on confidential information received from the local credit bureau. Management is, of course, agreeable to reappraise a credit report forwarded to management by the credit bureau on behalf of the applicant which encompasses certain corrections or additions made in that report as a result of action taken directly by the applicant with the credit bureau. The application is, however, considered rejected until updated information is received from the credit agency. Waiting List priority or preference is suspended until such time of receipt. This suspension is limited

to thirty days following date of issuance of the credit reject letter. Other qualified applicants will be contacted for the available unit during this suspension. If the application process for another qualified applicant results in the possibility for leasing before a rejected applicant's record is satisfactorily corrected, a lease will be executed for the applicant and the reinstated applicant will be leased the next available unit of proper size.

c) Qualified applicants who have no prior leasing experience of their own and no credit or stable employment history will be given all due consideration with regard to personal references and home visits. If an applicant is living with a relative and pays rent, verification shall be obtained from the relative's Income Tax Return.

d) Applicants who evidence a steady income from employment or other sources, such as AFDC, Social Security, and/or pensions, will be afforded like treatment. Female heads of households and male heads of households will similarly be afforded like treatment.

e) All applicants must supply Utility Payment History and Monthly Expenses information during the application and screening process. Applicants who are working shall supply an Income Tax Return as income verification.

2) An applicant's capacity to comply with the terms of the Lease Agreement. Management shall deny program participation to applicants with one or more of the following violations:

(a) Repeated (two or more) violations of prior lease agreements, as verified by prior landlords.

(b) Violent criminal activity, as evidenced by police reports.

(c) Current use of a controlled substance

Current use of a controlled substance by the applicant family is grounds for denial of admission to public housing.

d) Conviction of an applicant, or member of an applicant family for possession of an unregistered firearm or possession of an illegal weapon.

Management shall perform criminal checks, prior landlords' inquiries, and other relevant verifications on all applicants to determine ability to comply with the lease conditions.

e) The applicant family must not engage in the abuse of alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples of such activities which interfere with

the health, safety, or right to peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, stalking, threats to other persons of physical violence or intimidation, breaking and entering, and assault. These activities shall be verified by local, state or national criminal records and include incident report, arrests and convictions.

f) The applicant family must not have a pattern of controlled substance abuse or alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples of such activities which interfere with the health, safety or right to peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, stalking, threats to other activities shall be verified by local, state, or national criminal records and include incident reports, arrests and convictions.

3) An applicant's capacity to demonstrate that they are capable of caring for the unit. This will be determined by prior landlord references.

An applicant or member of an applicant family who requires a service or accommodation to be able to care for the unit shall be afforded the opportunity to obtain the service or supply the accommodation. In cases where the accommodation shall not cause undue financial and administrative burden to management, nor result in fundamental alteration in the nature of the program administered, management shall provide such reasonable accommodation. An applicant or member of an applicant family who has been determined to require such services or accommodations shall be responsible for securing the services and supplying the accommodations where it has been determined that management would incur a financial hardship, administrative burden, or would experience a fundamental alteration in the program.

Refusal to provide services or supply accommodations on the part of the applicants is grounds for rejection of program participation.

4) An applicant's ability and willingness to cooperate with management.

5) The Family shall execute the necessary certification indicating each family member's citizenship or eligible immigration status. If a family member has declared eligible immigration status, s/he shall supply the necessary verification documents and authorize primary (and secondary, if needed) verification through the INS SAVE system. Applicants who have no family members with eligible immigration status shall be denied assistance, after exhausting all appeals. Assistance to an applicant may be delayed only after the conclusion of the INS appeals process. Assistance cannot be denied until after the conclusion of the PHA's informal hearing process, if requested by the Family. Applicants who are verified to include

mixed family status (members of the family who are both eligible and not eligible) shall be offered prorated assistance, after exhausting the appeals and informal hearing procedures, in accordance with the formula requirements prescribed in 24 CFR Part 912.

Applicants who are non-citizens 62 years of age or older shall be required to declare their eligible immigration status and a proof of age document.

All applicants and residents shall be required to provide complete and accurate information and execute all forms required by management to determine eligibility and other factors affecting residency. Information requested by management shall be provided within ten days of request and additional ten-day period will be granted as an extension. Failure or refusal to comply with management is grounds for denial of program participation or eviction.

Mitigating Circumstances or Reasonable Accommodation

If an applicant with a verified disability is unable to satisfy the property's selection standards, they are entitled to considerations which could accommodate any special needs.

Management will offer a Follow Up interview for applicants who do not pass the screening criteria of the property. The purpose of this interview is to determine whether it is possible to admit the applicant through consideration of mitigating circumstances or by applying a reasonable accommodation.

Mitigating circumstances would be verifiable facts that would outweigh information already gathered in the screening process. Staff must document the improvement in the specific screening standard before giving further consideration to the applicant. The verifier must corroborate the reason given by the applicant for past unsuitable behavior and indicate that the behavior has improved.

If the evidence of mitigating circumstances presented by the applicant relates to a change in medical condition or course of treatment, management shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. Staff should also have the right to request further information reasonably needed to verify the mitigating circumstances, even if it is of a medically confidential nature. If the applicant refuses to give access to such further information, management will give no further consideration to the mitigating circumstance.

Staff will keep in mind that applicants with a handicap or disability who may, for example, be unable to care for a current apartment alone, may still qualify as able to comply with the lease if he or she can demonstrate that assistance with caring for the unit has been secured. Such assistance can include a live-in Attendant, friend or family member, chore service, etc. It is the responsibility of management to determine whether the assistance will enable the

applicant to meet the screening criteria.

If some form of assistance is necessary, staff shall verify that a reasonable accommodation has been secured with the provider. Other reasonable accommodations management may consider in appropriate situations shall include adjusting the location of services to an accessible location, modifying policies, or practices. Where necessary and verified, management may perform structural modifications to housing or non-housing facilities for applicants with a verified disability.

Such accommodations must not cause an undue financial and administrative burden to the housing program nor result in a fundamental alteration of the nature of the housing program, such as individually prescribed devices or services.

Prior to execution of the Lease Agreement, all adult family members shall be required to attend the Resident Orientation Session and execute a form indicating they have attended and understand the rights and requirements of residency at the property. Among the items covered in the Resident Orientation session shall be:

- o The Lease, including Security Deposit
- o Rent collection procedures and late charges
- o Re-examination procedures
- o Interim adjustments to rent
- o Maintenance procedures
- o Unit inspection
- o Use of premises
- o Other rules of occupancy
- o Responsibilities of residents
- o Responsibilities of PHA
- o Role of Resident Association
- o Transfer Policy

SECTION FIVE

RESIDENT ASSIGNMENT PLAN

The Resident Assignment Plan has been designed to take into consideration the needs of individual families for low income housing and the statutory purpose in developing and operating a socially and financially sound low income housing program which provides a decent home and suitable living environment and fosters economic and social diversity in the resident body as a whole.

The Authority shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, political and other affiliation, marital status, handicap, or source of income.

A handicapped or disabled person shall be offered any vacant unit of the appropriate bedroom size with the opportunity to make approved reasonable modifications at the applicant's expense.

Assignment Plan- Each applicant shall be assigned his or her appropriate place in sequence based upon date and time of application, suitable type or size of unit. The following point system will be used for preferences:

- Local Residency Preference: living or working in town-1 point.
- Working Family: each adult member of the family who works will merit -1 point. so a husband and wife both working would have a two point rating.

The applicant first on the wait list shall be offered a dwelling unit in accordance with the following plan:

1) If at the time the eligible applicant comes to the top of the list and a unit is offered, the applicant will accept the unit or remain on the list. The applicant shall be given ten (10) calendar days to accept or refuse once an offer has been made. After one refusal, the applicant will be moved to the bottom of the list.

2) If the applicant is willing to accept the unit offered but unable to move at the time of the offer and presents clear evidence of his or her inability to move, refusal of the offer shall be considered to be an " allowable refusal" and the applicant shall not be moved to the bottom of the list.

An applicant shall not be offered a unit a second time within thirty (30) days of the first offer, unless it is an allowable refusal.

3) In carrying out the above plan, should the applicant present clear evidence to the Authority that acceptance of a unit will result in undue hardship or handicap not related to considerations of color, race, or national origin, refusal of such an offer shall be considered an "allowable refusal" and the applicant shall not be moved to the bottom of the list.

Acceptable reasons for refusal include, but are not limited to the following:

- a. Applicant is unable to move due to health reasons.
- b. Vacancy offered is in a different school district and applicant can verify the necessity to remain in same district; i.e. handicapped, special education needs.
- c. Inaccessibility to day care.
- d. Inaccessibility to employment. (If applicant has to travel more than six (6) additional miles each way to employment, or if transportation is a proven hardship)
- e. Applicant is unable to pay for reasonable modification to the unit for it to become accessible.

An applicant pending a fraud investigation by any government agency will be by-passed on the wait list until the applicant is either convicted or acquitted of fraud.

Updating Policy

The PHA shall contact applicants in writing once annually to update applicants' continued interest to remain on the waiting list. Refusal to respond to the request letter by the applicant shall result in the withdrawal of the application from the wait list. The applicant has ten days to respond.

SECTION SIX

VERIFICATIONS

All information pertinent to the eligibility of an applicant and the continued occupancy of a resident family shall be verified in accordance with HUD regulations. Such information includes:

- 1) Family Composition
- 2) Assets
- 3) Income Amounts
- 4) Allowances
- 5) Local Preference

The Authority shall use third party verification as its primary source of confirming the above information. When possible, staff shall cross verify; that is, secure third party verification as well as reviewing documents supplied by applicants and residents. Any documents reviewed shall be photocopied and placed in the resident's file

When third party verification is impossible or shall be delayed beyond four weeks of the initial request, management shall review documents to satisfy the verification requirement.

As a last resort, the Authority shall accept applicant certification as verification. If management has attempted both third party verification and review of documents, without results, then it shall accept a notarized statement from the applicant or resident as a proper verification. However, such notarized statements are only temporary verifiers and management shall take steps to secure either review of documents or third party verification in order to fully verify the information.

An applicant or resident claiming zero income shall be required to complete and sign a Zero Income Verification Form on a monthly basis.

Verifications shall be valid for a total of 120 days, which shall consist of 90 days in writing.

All applicants and residents shall execute an Authorization for Release of Information Form at move in and at each Annual Re-examination.

{See Exhibit Three for a detailed explanation of acceptable verification sources}.

SECTION SEVEN NOTIFICATION TO APPLICANTS

When a number of regular applications on file is such that there is no reasonable prospect that additional applicants could be housed within the next twelve months, the Housing Authority shall suspend the taking of applications for admissions.

All information from each applicant must be certified to be true, signed by all adult family members of the family, and be verified by the Housing Authority Staff. False information shall be grounds for rejecting the applicant. Knowledge of false information shall execute appropriate releases permitting the Housing Authority staff to obtain information from all sources. Failure to promptly execute such releases shall render an applicant ineligible for housing. Any information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. This may include reports of interviews, letters, or telephone conversations with reliable sources. At a minimum, these reports shall include the date, the source of information, including the name and title of the individual contacted and a summary of the information received.

Sources of information include, but are not limited to, the applicant (through interviews and/or home visits), landlords, employers, credit bureaus, family, schools, social workers, parole officers, court records, drug treatment centers, clinics, physicians, the police department and income tax returns.

Any applicant determined to be ineligible shall be promptly notified by the Housing Authority in writing of such determination, with the reasons therefore, and of his or her rights. The family will be notified that they have ten (10) working days from notification of ineligibility, to request an informal hearing with management in order for the applicant to make an appeal. In the event of the receipt of unfavorable information, consideration may be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of future conduct or financial prospects, such as:

- Evidence of rehabilitation
- Evidence of applicant family's participation in social services or other appropriate counseling programs
- Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs within the Washington County area.

Management will notify the applicant promptly and indicate:

- If the applicant is approved for admission, the approximate date that the family could be offered a unit (to the extent a date can be estimated).
- If the applicant is not approved for admission, the reason (s) for that determination will be provided; and if requested by the applicant, management will arrange an informal hearing within a reasonable period of time after the applicant has requested the hearing.

SECTION EIGHT
BROAD RANGE OF INCOMES and DECONCENTRATION OF
POVERTY

It is the objective of the PHA to achieve and maintain a resident community whose incomes reflect a cross section of very low /low income families in the community.

The method through which the PHA intends to accomplish this objective is through its marketing and outreach programs. The community shall be made aware of the availability of the housing assistance programs.

The PHA will initiate a publicity campaign through announcements to news media and other media forms if determined necessary. The PHA shall also send notices to be posted in social service agency offices and advocacy groups for the elder and disabled populations.

Deconcentration Policy

The Housing and Quality Work Responsibility Act of 1998 requires Housing Authorities to develop policies that are designed to provide for the deconcentration of poverty and income mixing by increasing the number of higher income families in lower income developments and increasing the number of lower income families in higher income public housing developments. The South Kingstown Hosing Authority has implemented a public housing deconcentration of poverty policy that primarily relies on increasing incomes of persons already living in its public housing developments by providing incentives for working families to remain in public housing. Further SKHA will monitor the effects of the agency's policy and, as necessary, make future revisions in its admissions policy in consultation with the SKHA resident advisory Board.

- Working families will be given preference on the waiting list.
- Working families living in the complexes will be given the following income disregards: all non-voluntary payroll deductions will be deducted from gross wages, and all medical bills will be counted as an allowable deduction.
- There will be a flat rent policy, the family will be allowed to chose flat rent or income based rent .
- All families going from no employment to employment will receive a one-year period of no rent raises, after which time their rent increase will be phased in.
- Not less than 75% of the families admitted during the PHA fiscal year shall be targeted to families whose income does not exceed the following amounts as determined by HUD. Three out of every four families housed shall be:
 - (a) 30% of area median income, with adjustments for smaller or larger families: or

- (b) a higher or lower percent of area median income, if HUD determines such percentage is necessary because of incomes.

SECTION NINE
SUSPENSION OF APPLICATION TAKING

When a number of regular applications on file is such that there is no reasonable prospect that additional applicants could be housed within the next twelve- (12) months, the Housing Authority shall suspend the routine taking of applications for admission. This moratorium shall be publicly announced within its jurisdiction and in accordance with the Authority's EHOP Plan. In order to close the wait list, there must be a sufficient number of applicants to house the average number of vacancies within one-year period.

Upon re-opening the wait list, the PHA shall publicly announce in local newspapers, including minority papers, the new date of application taking.

All applications received by the Authority shall be date and time stamped upon receipt.

SECTION TEN
CONDITIONS FOR CONTINUED OCCUPANCY

Only those residents meeting all of the following requirements will be considered eligible for continued occupancy:

- A. Qualify as a family or the remaining member of a resident family.
- B. Who have exhibited conduct since residing in Public Housing that shows the resident:
 - 1. Has not interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.
 - 2. Has not adversely affected the physical environment of the community.
 - 3. Has not adversely affected the financial stability of the community.
- C. Who are willing and able to care for the unit. If a resident becomes unable to care for the unit and is unable to live in the premises such that the unit remains vacant for a period of 60 days, that resident shall be given a 30 day notice to vacate with the provision that if the resident returns to the dwelling before the end of the 30 day period, the notice will be dropped. Elderly tenants who are placed temporarily in a rehabilitation facility can keep there public housing unit for up to six months, even though vacant. An individual who suffers from a diminished accommodation shall designate someone to care for the unit.
- D. *Who have abided by the terms and conditions of the Lease Agreement.*
- E. *Paid the rent in accordance with the terms of the lease.*
- F. The HA is implementing a minimum monthly rent for all residences of \$50.00

SECTION ELEVEN
OCCUPANCY STANDARDS

A. Dwelling units are to be leased in accordance with the standards set forth below(except that such standards may be waived if deemed necessary by management to achieve or maintain full occupancy, in which case a family may be temporally assigned a larger unit size than required):

Bedroom Size	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

No more than two persons shall occupy a bedroom.

A live in care attendant who is not a member of the family shall not be required to share a bedroom with another member of the household.

Families temporarily assigned a larger unit size in order to achieve or sustain full occupancy will be transferred to the proper unit size as soon as one becomes available.

Families with a disabled member may require a larger unit size. The household may apply for and obtain such a unit as an Authority's reasonable accommodation. Families occupying a mobility accessible unit who do not require the features of the unit shall be required to transfer if a family with mobility impairment needs the features of the unit. The same policy shall be adhered to for families with a visual or hearing impairment.

Transfers or reassignments to other units shall be made without regard to race, color, handicap, or natural origin as follows:

1. Transfers between properties shall be made only in cases where units of the appropriate size are not located in the property where resident is currently housed.
2. Transfers shall be made to correct overhousing or underhousing with underhousing having priority over overhousing.
3. Residents shall not be transferred to a unit of larger size unless the management

has verified medical need for larger unit Residents shall be given 30 days in which to move. Failure of a resident to accept a transfer to an appropriate size unit may result in termination of their lease and eviction.

SECTION TWELVE
LEASE AGREEMENT

A. A Lease Agreement (Attached) shall be entered into between the Housing Authority and the head(s) of household prior to the family's admission. All family members over the age of eighteen shall be required to sign the lease. One copy of the Lease will be given to the resident and one executed copy will be filed in the permanent file established for the family. During the execution of the Lease all adult members of the household will be required to place their initials next to each clause indicating that they have read and understands what it says.

B. The PHA shall charge and collect a Security Deposit of no more than one month's tenant rent, but no less than \$50.

C. During the term of the Lease, management shall be notified in writing if:

1. Guests of the household are expected to live in the unit for more than fourteen (14) consecutive calendar days.
2. Residents may not have guests living in the unit for more than a total of 14 calendar days per year. Any resident in violation of this policy shall be subject to lease termination or eviction.

D. In the event of any rent adjustment, management will mail or deliver a "Notice of Rent Adjustment" to the resident. Notices of rent adjustment will be issued to amend the dwelling lease. Documentation will be included in the resident file to support proper notification.

E. Changes in family composition shall become part of the existing lease -- only upon the expressed approval of management. Any change shall be reported by the resident within 10 days of said change.

F. During the term of the lease a unit will be considered abandoned and in violation if it is unoccupied for more than thirty (30) consecutive days unless prior approval of management has been received.

G. The dwelling unit shall be the primary residence of the residents in the Lease Agreement. The unit shall not be sublet and may not be used for any other purpose other than the private dwelling of the residents and family as specified in the Lease Agreement.

H. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated into the Lease by reference shall be publicly posted in

a conspicuous manner in the property office and shall be furnished to applicants and residents upon request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty (30) days written notice is given to each affected resident. The notice shall include the reasons and provide the resident an opportunity to present written comments, which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:

1. Delivered directly to the resident or mailed; or
2. Posted in at least three conspicuous places within each structure or building, in which the affected units are located, as well as in a conspicuous place at the main office.

I. Any modifications to the Lease must be accomplished by a written rider to the lease signed by both parties.

J. Families may engage in legal profit making activities in the dwelling unit only with prior written consent of the PHA.

K. The Family shall have the right to the exclusive use and occupancy of the unit, including reasonable accommodations for family members with a verified disability. Families with a verified disability shall be afforded a reasonable accommodation in compliance with Section 504 of the 1973 Rehabilitation Act in an opportunity to maintain equal use and occupancy of the unit. The PHA shall also provide written notice to families that they may, at any time during occupancy, make a request for a reasonable accommodation.

L. The PHA shall authorize foster children and/or live in aides as additional household members but not "regular household members" thus affording such persons no legal status as sole remaining member of a tenant family. The PHA must approve the addition of foster children or live in aides in writing in advance. The PHA shall not include any income received by such persons.

M. The PHA shall give written notice of lease termination in accordance with the requirements in 24CFR and state law. A notice to vacate required by State law shall be run concurrently with a written notice of lease termination.

N. The PHA shall not offer a Grievance Hearing for families receiving a termination notice for drug-related activity on the property or within a 5 mile radius of the property or in any designated school zone. The PHA shall not offer a Grievance Hearing for families receiving a termination notice for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees.

O. In cases of an eviction for criminal activity, including drug-related criminal activity, the PHA shall notify the local post office serving the unit of the evicted family that the family is no longer in residence, thus ceasing delivery of mail to that address.

P. A family who engages in drug related activity shall be subject to termination of tenancy. Drug related criminal activity is defined as illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance.

Q. The family must not engage in the abuse of alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Examples of such activities which interfere with the health, safety or right to peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, stalking, threats to other persons of physical violence or intimidation, breaking or entering, and assault. These activities shall be verified by local, state, or national criminal records and includes incident reports, arrests, and convictions.

R. The family must not have pattern of controlled substance and alcohol abuse, which interferes with the health, safety, or right to peaceful enjoyment of the premises other residents. Examples of such activities which interfere with the health, safety or right to peaceful enjoyment include but are not limited to: drunk and disorderly conduct, harassment, staking, threats to other persons of physical violence or intimidation, breaking or entering, and assault. These activities shall be verified by local, state, or national criminal records and include incident reports, arrests and convictions.

**HOUSING AUTHORITY OF THE TOWN OF SOUTH KINGSTOWN
364 CURTIS CORNER RD.
PEACE DALE, RI 02879
'AN EQUAL HOUSING OPPORTUNITY'**

PHA
LEASE

**ARTICLE 1
Lease Terms and Data**

- 1.1 This lease is dated as of _____, 20__, and is executed for unit _____.
- 1.2 The Housing Authority of the Town of South Kingstown is referred to in the lease as 'We', 'Us', 'Our' or 'PHA'. (966.4(a))
- 1.3 The Tenant is _____ and, whether one or more Person(s) is referred to in this lease as 'You', 'Your', or 'Tenant' (966.4(a))
- 1.4 The United States Department of Housing and Urban Development is referred to in this lease as 'HUD'.
- 1.5 The dwelling unit or apartment being is leased is: _____ in the Complex known as _____ and has an address of _____, Peace Dale, RI with _____ bedrooms and is referred to in this lease as 'Apartment'. (966.4(a))
- 1.6 The rent is determined initially to be \$ _____ and is due on the first of each month; and is subject to periodic adjustments in accordance with HUD regulations, as referred to later in this Lease. All rent and other recharges are payable at Our office located at 364 Curtis Corner Rd., Peace Dale, RI 02879 or at such other places as We may from time to time designate. (966 (B)(1) (c)(1) and (s)(6); 8.24 (a)(1)(2) and (b))
- 1.7 The initial term of this Lease shall begin on _____ and shall end at midnight on _____ unless sooner terminated as provided later in this Lease.
- 1.8 The members of the Tenant's household who will occupy the leased premises are:
- _____

1.9 ALL INFORMATION AND DOCUMENTATION SUBMITTED BY THE TENANT AND MEMBERS OF THE TENANT'S FAMILY OR HOUSEHOLD IN HOUSING ASSISTANCE PROGRAMS IS TRUE, CORRECT AND COMPLETE; AND THE TENANT UNDERSTANDS AND AGREES THAT FRAUD OR MISREPRESENTATION WILL BE CONSIDERED GROUNDS FOR TERMINATION OF THIS LEASE, AS WELL AS OTHER PENALTIES IMPOSED BY LAW. THE TENANT UNDERSTANDS AND AGREES THAT THE ELIGIBILITY FOR FEDERALLY ASSISTED HOUSING AND THE AMOUNT OF RENT ARE DETERMINED IN ACCORDANCE WITH HUD REGULATIONS BASED ON COMPOSITION OF THE TENANT'S FAMILY COMPOSITION AND INCOME OF THE TENANT AND ALL OTHER MEMBERS OF THE TENANT'S FAMILY OR HOUSEHOLD. THE TENANT AGREES TO NOTIFY THE PHA WITHIN TEN DAYS, OF ALL CHANGES IN THE COMPOSITION OR NUMBER OF PERSONS RESIDING IN THE HOUSEHOLD, ALL CHANGES IN EMPLOYMENT, TANF, FIP, SCHOOL, SS, SSI, SSDI, WORKER'S COMPENSATION, UNEMPLOYMENT AND TDI OR ANY OTHER CHANGE NOT ORIGINALLY NOTED BY THE TENANT UPON LEASE UP. THE TENANT UNDERSTANDS AND AGREES THAT FAILURE BY THE TENANT TO NOTIFY THE PHA WITHIN TEN DAYS OF ALL SUCH CHANGES WILL BE CONSIDERED GROUNDS FOR TERMINATION OF THIS LEASE, FOR RETROACTIVE RENT ADJUSTMENT AND/OR EVICTION. (VII (A)(2)) (966.4(F)(3))

- a. THE TENANT SHALL, IN WRITING, WITHIN TEN DAYS OF A CHANGE, ADVISE THE PHA WHENEVER ANY MEMBERS OF THE HOUSEHOLD AUTHORIZED TO RESIDE IN THE UNIT ARE NO LONGER RESIDING IN THE UNIT. THE TENANT ACKNOWLEDGES THEY ARE LIABLE FOR ALL ACTIONS OF SUCH PERSONS OR ANY VIOLATION OF THE LEASE BY SUCH PERSON (S) WILL BE GROUNDS FOR TERMINATION OF TENANCY AND EVICTION FROM THE UNIT.
- b. THE TENANT AGREES THAT THE HOUSEHOLD MEMBERS LISTED ABOVE ARE THE ONLY PERSONS PERMITTED TO RESIDE IN THE DWELLING UNIT.

1.10 We hereby lease the Apartment to You upon the following terms and conditions, and subject to HUD rules and regulations from time to time in effect and applicable hereto.

ARTICLE 2

Utilities, Equipment and Charges

2.1 One of the following provisions should be checked as being the one appropriate to Your apartment:
(966.4(b)(2))

____Family Housing

We shall supply you with oil and electricity for normal household purposes in quantities determined to be reasonable in accordance with HUD regulations and guidelines. If you consume such utilities in excess of such reasonable amount, as established by the average of previous year's consumption (966.4(f)(8)), (5.06) consumption as

calculated by compliance with HUD guidelines. We may in charge for excess usage by utilizing a Utility Allowance and billing for an excess amounts over and above a predetermined amount.

- 2.2 We shall supply running water and reasonable amounts of hot water, as required by law, and reasonable amounts of heat at appropriate times of the year, as required by law.
- 2.3 You must arrange for and pay for your own telephone service, cable television and all other services not referred to above.
- 2.4 We will provide the Apartment with a cooking stove and an electric refrigerator (966.4(b)(2))
- 2.5 Rent is due and payable on the first (1st) day of each month. If your rent is not paid on or before the first (1st) of the month (of, if the first (1st) of the month falls on a Sunday or legal holiday, on the next business day in such month), You will be in default under Your Lease; after fifteen (15) days in arrearage a Five (5) Day Demand Notice will be forwarded. Nevertheless, We agree that We will not take any action with respect to such default if Your rent is paid in full by the fifth (5th) day of the month, unless such default shall occur more than one (1) time in any six (6) consecutive month period. If Your rent is paid late more than one (1) time in any six (6) consecutive month period, You shall not be entitled to any grace period other than as required by law. (34-18-35 RIGL)
- 2.5 If for any reason you expect that Your payment of rent and other charges due will be delayed beyond the fifth (5th) day, You MUST put Your explanation for the delay in writing citing the circumstances of the delay and indicate the date on which full payment will be made. For good cause, the office may agree that payment of rent and other charges may be made without penalty later than the fifth (5th) day of the month, the agreement will be set forth in writing and indicate the date of which you agree to make full payment of rent and other charges. A charge of Fifteen dollars (\$15) will be assessed for checks returned for insufficient funds or account closed. If the check is not honored by the fifth (5th) of the month, the rent will be considered unpaid and subject to eviction. Such charges shall not be due and collectible until two (2) weeks after we give you notice of such charges.
- a. Should it be necessary to commence tenant eviction proceedings the cost of said proceedings will be passed on to the tenant for payment. If the proceedings are commenced for non-payment of rent and the tenant 'cures' in compliance with the Laws of the State of Rhode Island, the cost will be passed on to the tenant for payment. If the proceedings are commenced for other than cause and the eviction does not occur for whatever reason, the cost will be passed on to the tenant for payment.

Payment will be due and payable within two (2) weeks from the date of notice.

2.6 You will be charged:

- a. for maintenance and repair beyond the normal wear and tear, and
- b. for the consumption of excess utilities. Such charges shall not be due and collectible until two (2) weeks after We give you written notice of such charges. (966.4(b)(2), (5.603))

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ARTICLE 3

Security Deposit

- 3.1 You have deposited with Us, (or shall be deposited) \$ _____ (_____).
- After termination of Your tenancy, the full amount of the security deposit will be returned to You minus any amount of unpaid accrued rent and the amount of physical damages to the premises, other than ordinary wear and tear, which We may suffer by reasons of noncompliance with Your responsibilities under Rhode Island General Laws Section 34-18-19. If such deductions are made, We will give you an itemized written notice of deductions for the security deposit may not be used to pay rent or other charges incurred during occupancy. In all cases, the reimbursement of the Security Deposit will be in compliance with Rhode Island State Law. (944.4(b)(5))

ARTICLE 4

Annual Rent Reexamination and Periodic Redetermination

- 4.1 Not less than once each year, at Our request, You shall furnish Us, not later than the date Specified in Our request, signed statement, documentation, signed authorization and verification forms, all in such form as We or HUD may require, to provide Us with accurate and complete information as to all income received by You and all members of your household, verification of residency, the names and addresses of all employers of You and other members of Your household, and whether You are still eligible for public housing. These determinations will be made in accordance with the HUD approved guidelines, which are available in Our office. (5.617(a)(1), (5.167(b)(2), 966.4(c)(2), 5.617(a)(2), (5.603))

Rent as fixed in Article 1 or as adjusted pursuant to the above will remain in effect for the period between regular rent determinations, unless during the period:

- a. You have a change in circumstances which would result in an increase or decrease in rent. Such changes MUST be reported, in writing, to us within ten (10) days of its occurrence.
- b. You or a member of Your household begin to receive public assistance or public Assistance is terminated changing the welfare amount. The changes MUST be Reported to Us, in writing, within ten (10) days of the increase or decrease.
- c. You or a member of Your household on public assistance has another child, thereby Increasing the welfare amount. The changes MUST be reported to Us, in writing, within ten (10) days of the change.
- d. You or a member of Your household has a marital change in income which would Result in an increase or decrease of rent. Such changes MUST be reported to Us in Writing, within ten (10) days of the change.

In the event of any rent adjustment pursuant to the above, We will mail or deliver a 'Notice of Rent Adjustment' to You explaining the adjustment and the reason for it. In case of rent increase, the adjustment will take effect the first (1st) of the following month, but not less than thirty (30) days after such Notice, unless the increase shall be retroactive in accordance with Our policies.

- e. You agree to transfer to an appropriate size dwelling unit based on family Composition upon appropriate notice that such a unit is available. (966.4 (c)(3))
- f. If We find that Your income has increased so that it is above the approved income For continuing occupancy in public housing, We will then determine whether or not You can, with reasonable effort, find other suitable housing.
- g. If We determine that due to special circumstances You would be unable to find other suitable housing, You may be permitted to remain in public housing so long as the special circumstances exist, but Your rent will be increased in accordance with applicable HUD regulations. We will notify You of the rent adjustment, and they will become effective, in accordance with this Section.
- h. If We determine that, with reasonable effort, You should be able to find other suitable housing, We shall notify You that You must find other housing and move within.
- i. Whenever we:

ARTICLE 6

Obligations of the Tenant

- 6.1 It is Your obligation, under HUD regulations and this Lease:
1. Not to assign this Lease or to sublease the Apartment (9.66.4(f)(6))
 2. Not to provide accommodations for boarders or lodger (966.4(4)(f)(1)(2))
 3. To use the Apartment solely as a private dwelling for You and Your household as identified in this Lease, and not to use or permit it's use for any other purpose (955.4(f)(1)(2)(3))
 4. To abide by necessary and reasonable regulations promulgated or amended by Us from time to time to the benefit and well-being of the housing development, and the tenants which shall be posted in the development office and are incorporated by reference in this Lease:
 5. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety (966.4(f)(6))
 6. To keep the Apartment and such other areas as may be assigned to You and for Your exclusive use in a clean, sanitary and safe condition (The Tenant is required to abide by the standard in RIGL 45-34-18-24: Housing Maintenance and Occupancy Code for comprehensive care and maintenance of Apartments);
 7. To dispose of all ashes, garbage, and rubbish and other waste from the Apartment in a sanitary and safe manner (966.4 (f)(7))
 8. To use in only a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances; (966.4 (f)(9))
 9. To refrain from and to cause Your household and guests to refrain from destroying, defacing, damaging or removing part of the Apartment and/or development; (966.4(f)(9))
 10. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Apartment, or to the development (including damages to the development buildings, facilities or common areas) caused by You, a member of Your household or Your guest (966.4 (f)(10))
 11. To act, and cause Your household members and guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their

accommodations and will be conducive of maintaining the development in a decent, safe and sanitary condition (966.4(f)(11))

12. To assure that You, any member of You household, any of Your guests, or any other person(s) under Your control, shall not engage in:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Our public housing premises by other residents or Our employees (966.4 (f)(12)), or
 - b. Any drug related criminal activity on or off the premises' or
 - c. Any alcohol abuse which causes behavior and/or a trend of habitual behavior That affects the health, safety or right to peaceful enjoyment of Our public housing premises by other residents or Our employees (966.4(f) 12))

Any criminal activity in violation of this subsection 6.12, shall be cause for the termination of Your tenancy, and for eviction from your Apartment. The term drug related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Federal Controlled Substances Act, 21 U.S.C. 802).

1. In all such evictions for drug related activity the tenant shall not be entitled to the benefits of the Grievance Procedure and We shall be entitled to eviction proceeding immediately.
2. The Housing Authority of the Town of South Kingstown has adopted a "ONE STRIKE" or "ZERO TOLERANCE" Policy. Any violation of the foregoing constitutes a serious material violation of the lease and it is grounds for termination of the Lease and eviction from the premises.

6.6 It is Your further obligation, under this Lease;

1. Not to commit fraud, or withhold or misrepresent facts, in connection with any federal housing Assistance program, and not to receive assistance for occupancy of any other unit assisted under any federal, state or local housing assistance program during the term of this Lease.
2. Not to keep animals in or about the Apartment without Our prior written consent, except as Otherwise permitted by applicable law or HUD regulations.
3. To transfer to another public housing dwelling unit, if one is made available buy Us, in substitution for the Apartment under any of the following circumstances:
 - a. the Apartment is no longer suitable for Your household size or composition under Our size standards (966.4(c)(3)(4))

- b. the character of the Apartment is inappropriate to the composition of Your household, or
- c. the Apartment requires substantial repairs, is scheduled for modernization or is not in decent, safe and sanitary condition
 - 1. In the case of involuntary transfers, the Tenant shall be required to move into a dwelling unit made available by Us after fifteen (15) day notice; but, if the Tenant refuses to move We may terminate the Lease and they are not subject to the Grievance Procedure (955.4(c) (3))
- 4. To notify Us of any anticipated extended absence from the Apartment, in excess of five (5) days no later than the first day of the extended absence.
- 5. To take every reasonable precaution to prevent fires and eliminate fire hazards and to keep Your Apartment in such condition as to prevent health and/or sanitation problems from arising.
- 6. To notify Us immediately when You become aware of the need for repairs to the Apartment, or Unsafe conditions in the Apartment or common areas and grounds of the development, which may lead to damage or injury.
- 7. Not to keep firearms, gunpowder, ammunition or any combustible material in the Apartment or the development (966.4 (1)(2))
- 8. Not to carry on any business whatsoever, (except with Our prior written consent as provided in Section 5.2 of this lease) not to display signs of any type in or about the Apartment.
 - a. Not to perform any type of 'babysitting', 'caring for children', or 'watching children' that do not belong in Your household for any type of barter and/or remuneration; or for any other reason.
- 9. To neither waste nor unreasonably use utilities and facilities.
- 10. To notify us promptly of the need for any repairs to the Apartment or other parts of the development and not to make any repairs or alterations without written consent.
- 11. To quit and surrender the Apartment at the expiration of the term or at the termination of this Lease, in as good condition as when leased, reasonable wear and tear excepted.
- 12. To dispose daily of all rubbish and other waste from the premises in a sanitary and safe manner in the container assigned;
- 13. Not to tack, nail, paste, glue nor use other fasteners in laying carpets, rugs, linoleum or other

floors or closets in the Apartment except such type and in such manner as We approve in advance.

14. To notify Us when you have overnight guests in the Apartment. Overnight guests cannot exceed two (2) weeks (fourteen (14) consecutive or separate days) in any one calendar year.
15. Not to put carpeting in kitchens and bathrooms.
16. Not to use any additional appliances for heating other than provided by Us.
17. Not to install or use any equipment such as dishwashing machines, or food freezers, without Our prior written consent.
18. Not to hang any article of any description from the windows or doors, nor place any such article out the windowsill except in such manner and of such type as We approve, in advance.
19. Not to install any locks, fixtures, aerial wires of any description, nor make any alterations or repairs without Our prior written approval.
20. Not to install any antenna, broadcast or sound equipment or other communication device that would interfere with the quiet enjoyment or other rights of neighbors.
21. Not to keep nor permit waterbeds or any other water-filled furniture on the premises without Our prior written consent and in compliance with Our policies.
22. To notify Us promptly of any condition dangerous to the health or safety of tenants or other reasons or which may do damage to the premises or waste utilities.
23. To report to the local police and to Us damage done by any person(s).
24. To provide a fumigation certificate at Our request (if it is found that an insect problem exists in the Apartment, We will require You to have all belongings fumigated by a Certified pest control company at Your expense).

We will require a fumigation certificate certifying that fumigation occurred after Your move-out of Your previous residence and before move-in to Our Apartment.
25. Not to obstruct or use sidewalks and passages for any purpose other than ingress and egress from dwellings.
26. To dry clothes only in such areas designated as drying areas.
27. To keep such areas as may be assigned for Your exclusive use in a clean and safe condition.

28. Not to park or permit any member of your household to park, on Our property any vehicle other than an automobile which belongs to You and has a valid current Rhode Island Registration Plate/ has a valid, current Rhode Island Inspection sticker and is parked in the assigned parking space provided by Us. Remember the parking space provided is not part of the Apartment rental; it is provided for Your convenience.
29. Not to repair or service any automobile or other motor vehicle on Our property.
30. To remove all vehicles to permit us to snowplow or perform needed work in driveways and parking areas when necessary. Any vehicle not removed may be towed at Your expense or the expense of the Owner, and
31. Not to write or paint graffiti on any part of any building.
32. Prior to occupying the Apartment to attend an information session on lease procedures, care, and use of equipment and appliances supplied by Us.
33. Immediately notify Us if any members of Your family are no longer residing in Your unit. You acknowledge that you are responsible for all actions of the person(s) named in this Lease and any violation of the Lease they may be responsible for. Their violations will constitute grounds for eviction and termination of Your tenancy even if they move out of Your unit unless you have informed Us, in writing, that they are to be removed from the lease because they have moved from Your unit prior to committing the Lease violation. (RIGL 34-18.11 and 318.40)

ARTICLE 7

Obligations of the Housing Authority of the Town of South Kingstown

- 7.1 It is Our obligation under HUD regulations and this Lease:
 1. To maintain the Apartment and the development in decent, safe and sanitary condition
 2. To comply with requirements of applicable building codes, housing codes, and HUD Regulations materially affecting health, safety (966.4(e)(2))
 3. To make necessary repairs to the Apartment (966.4(3)(3))
 4. To keep development buildings, facilities and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition (966.4(e)(4))
 5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied and required to be supplied by Us.

6. To provide and maintain appropriate receptacle and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the Apartment by the tenant;
7. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to Rhode Island State General Law except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant as supplied by a direct utility connection; and
8. To notify You of the specific grounds for any proposed adverse action by Us. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities), (966.4(1)(3))
 - a. When We are required to afford a Tenant the opportunity for a hearing under Our Grievance Procedure for a grievance concerning a proposed adverse action:
 1. The notice of proposed action shall inform the, You, Tenant of the right to Request such a hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, We shall not take the proposed action until the time for, You, the tenant to request a grievance hearing has expired, and if a hearing was timely required by the tenant, the grievance process has been completed.
- 7.2 We will provide reasonable accommodation in, lease and other policy requirements when Requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping, You, the resident meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial aid administrative burdens on Us.

ARTICLE 8

Damage and Repairs

- 8.1 Except for normal wear and tear, You agree to pay reasonable charges for the repair for Damages to the premises, development, buildings, facilities, or common areas caused by You and/or Your household members or guests. Such changes will be billed to You, will specify the items of damages involved, correction action taken, and the cost thereof, and will be due and payable in accordance with Section 2.7 of this Lease.
- 8.2 We agree to accept payment of rent without regard to any other charges owed by You to Us.
- 8.3 If the Apartment is damaged to the extent that conditions are created which are hazardous
To life, health, or safety of the occupants:
- a. You shall immediately notify Us of the damage
 - b. We shall be responsible for repair of the Apartment within a reasonable time;
 - 1. provided that, if the damage was caused by You, a member of Your household, or Your guest, the reasonable cost of the repair shall be charged to You;
 - c. We shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable amount of time; and
 - d. We shall make provisions for abatement of Your rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with subsection 8.2.2 or alternative accommodations not provided in accordance with subsection 8.5.3, except that no abatement shall occur if You reject the alternative accommodation or if the damage was caused by You, a member of Your household or Your guest (966.4(h)(1))

ARTICLE 9

Entry of Apartment and Inspections

- 9.1 You hereby consent that upon reasonable advance notification to You, We (including any duly authorized agent, employee, or representative of Ours) are permitted to enter the Apartment during reasonable hours for the purpose of performing routing inspections and maintenance, for making improvement or repairs, or to show the Apartment for releasing. A written statement specifying the purpose of Our entry delivered to the Apartment at least two

(2) (forty-eight hours) days before such entry shall be considered reasonable advance notice (966.4(j)(1))

- 9.2 We may enter the Apartment at any time without advance notification when there is reasonable cause to believe that an emergency exists. We may also enter the Apartment during any absence by You from the Apartment in excess of seven (7) days, if reasonably necessary for the protection of the property (966.4(j)(2))
- 9.3 If You and all adult members of Your household are absent from the Apartment at the time of entry, We shall leave in the Apartment a business card, which will identify the person(s) entering Your Apartment.
- 9.4 Prior to Your commencement of occupancy of the Apartment, We shall inspect the Apartment together with you or Your representative. We shall furnish You with a written statement of the condition of the Apartment and the equipment within, upon Your request; however in all cases the inspection report will be signed by both You (or Your representative) and Us and a copy will then be retained by Us in Your tenant file.
- 9.5 We shall also inspect the Apartment at the time you vacate the Apartment, and we shall furnish you with a statement of any charges to be made in accordance with applicable sections of this lease. We will offer You the opportunity to participate in this final inspection, unless You vacate the Apartment without prior notice to Us.
- 9.6 Your Apartment will be inspected approximately every 30 days for the first six (6) months of tenancy and henceforth biannually.
- 9.7 If You are visually impaired, all notice will be in an accessible format. (966.4(k)(2))

ARTICLE 10

Termination

- 10.1 Unless terminated as hereinafter provided, at the expiration of the initial term hereof, this Lease will be automatically extended for successive terms of one (1) month each. All agreements and covenants will be binding upon You after the expiration of termination of this Lease so long as You or any person claiming under You shall occupy or hold the Apartment of any part thereof.
- 10.2 You may terminate this Lease at any time by delivering written notice to Us at least thirty (30) days prior to the time in which you want to move-out. This notice MUST coincide with a calendar month.
- 10.3 We will not terminate this Lease or refuse to rent the Apartment other than for serious or repeated violations of the material terms of the Lease such as failure to make payments under the Lease or to fulfill Tenant obligations set forth in Section 6.1 or for other good cause (966.4(1)(2))
- 10.4 Either of the following types of criminal activity by You, any member of Your household, or a guest or another person(s) under Your control, shall be cause for termination of Your tenancy.
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Our public housing premises by other residents.

1. includes alcohol abuse and/or any other abuse or negligence, etc., as shown by credible evidence and/or a preponderance of evidence.
- b. Any drug-related criminal activity on or off the premises (9656.4(1)(2))
- c. We have adopted a 'One Strike' or 'Zero Tolerance' policy. Any violation of the foregoing constitutes a serious material violation of the Lease and is grounds for termination of the Lease and eviction from the premises.

10.5 In the event We desire to terminate Your Lease, We will give written notice of Our intention.

ARTICLE 11

Additional and Miscellaneous Provisions

- 11.1 No consent or waiver by Us of any breach of covenant rule or regulation set forth in or made part of this Lease or an amendment therefore will be construed as a consent or waiver for any other breach of the same or other covenant, condition rule or regulation.
- 11.2 Any notice to You, except as provided in Article 9 shall be in writing and delivered to You or to an adult member of Your household residing in the Apartment, or shall be sent by prepaid first-class mail properly addressed to You at the Apartment or at other such addresses as You shall furnish to Us by proper written notice.
- 11.3 Any notice to Us shall be in writing and delivered Us at 364 Curtis Corner Rd., Peace Dale, RI 02879.
- 11.4 All disputes concerning Your obligations or Our obligations (except as referred to in Section 10.6(c)(2) hereof) will be resolved in accordance with Our grievance procedures in effect at the time such dispute arises. A copy of the Grievance Procedure is being furnished to You together with this Lease, and is incorporated herein by reference. A copy of the current Grievance Procedure is also posted and available at Our office.
- 11.5 In the event a check is returned from the bank, for any reason, a \$15 (fifteen dollar) late charge will be assessed.

In the event We are required to process a five (5) day demand notice, the actual cost for legal counsel will be charged to the tenant.

In the event We bring action in court to enforce any provision of this Lease, recover possession of the Apartment, or collect rent or other charges due, You shall be responsible for the payment of reasonable costs and attorney's fees under circumstances and to the extent permitted by Law.

- a. All legal costs incurred for enforcement of Your eviction commencing with the fourteen (14) Day demand notice to terminate for non-payment of rent or for other eviction proceeding will be reimbursed by You.

11.6 The entire legal agreement between You and us consists of:

- a. The application dated_____.
- b. This lease.
- c. The Grievance Procedure (receipt of copy by You acknowledged); and
- d. Tenant Handbook receipt of copy by You is acknowledged.

11.7 You may at any time during the tenancy request reasonable accommodation of a handicap of a Household member, including reasonable accommodation so that You or a member of your household can meet Lease requirements or other requirements of tenancy.

11.8 Modification of the Lease MUST be accomplished by a written rider to the Lease executed by both parties, except for redeterminations of rent and family composition, and schedules of special charges for services, repairs and utilities, and rules and regulations.

11.9 ALL PARTIES AGREE THAT THE TENANT APPLICATION FOR ADMISSION ATTACHED HERETO AND IS INCORPORATED HEREIN BY REFERENCE AND THAT ALL OF THE STATEMENTS MADE ARE TRUE. ANY STATEMENT THAT IS FOUND TO BE FALSE SHALL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE APARTMENT.

IN WITNESS WHEREOF, each of the parties, intending to be legally bound had duly executed this Lease as of the _____day of _____20_____.

THE HOUSING AUTHORITY OF THE TOWN OF SOUTH KINGSTOWN

By _____
Executive Director

By _____
Tenant

Tenant

Tenant

Tenant

SECTION THIRTEEN ANNUAL REEXAMINATIONS

A. The status of each resident family is to be re-examined at least once per year in accordance with an established re-examination schedule. However, at the discretion of management, re-examination may be scheduled more often than once per year. **Residents who have signed up for the flat rent, do not need to recertify yearly, but must report changes in family size or composition.**

B. The Authority requires a written application for continued occupancy from each family, as well as a completed Personal Declaration Form and an Authorization for Release of Information Form, signed by all adult household members. These documents will provide the necessary information to enable the Authority to determine: (1) whether the family meets the requirements of eligibility for continued occupancy; and (2) the rent to be charged; and (3) the unit size required.

At the first annual reexamination after June 19, 1995 residents shall execute the necessary certification indicating each family member's citizenship or eligible immigration status. If a family member has declared eligible immigration status, s/he shall supply the necessary verification documents and authorize primary (and secondary if needed) verification through the INS SAVE system. Based upon the verifications received from the INS, and after exhausting the appeals process, families shall receive one of three types of assistance:

- 1) Continued *Assistance* -- Received by families with citizenship or eligible immigration status; or received by a mixed family with the Head or Spouse having eligible immigration status, and the Family is receiving assistance on 6/19/95, and the Family has no members with ineligible immigration status other than Head, Spouse, children of Head or Spouse, or parents of Head or Spouse.
- 2) Prorated *Assistance* -- Offered to mixed families and based on the statutory formula in 24 CFR Part 960.
- 3) Temporary *Deferral of Termination of Assistance* -- Received by Families who refuse prorated assistance; such temporary deferral allows families an opportunity to locate and secure "affordable" housing which does not exceed the current rent including utilities plus 25%. The PHA shall grant temporary deferral in six-month increments and shall require monthly progress reports from the family regarding their affordable housing search. At the end of the six month increments, which cannot exceed a total deferral of three years, if the Family has made a concerted effort to obtain affordable housing, as verified, and has been unable to secure such housing, then the Authority shall grant the Family continued prorated

assistance, in accordance with the calculation formula in 24CFR Part 960:

Step One: $\text{HAP} \times \frac{\text{the Percentage of Eligible Family Members}}{\text{Total Family Members}}$
= Adjusted HAP

Step Two: $\text{Contract Rent} - \text{Adjusted HAP} = \text{Tenant Rent}$

The PHA shall authorize the accurate type of assistance for those families who have complied with the HUD regulatory requirements and PHA administrative policies. Families found to have violated the lease, not maintained the unit in decent, safe, and sanitary condition, have failed to cooperate with management, or who have not paid their rent within the lease requirements shall be declared "families in unsatisfactory standing" and thus not qualify for the appropriate type of assistance.

C. Resident families who are ineligible for continued occupancy shall be notified in writing of their ineligibility and the reasons therefore, and be advised of their right to request an informal hearing. Such a request must be made by the resident family in writing within five (5) days after being notified by management of their ineligibility. Ineligible families shall be allowed up to three (3) months to move from the property.

D. Rents will be reviewed at the time of the annual re-examination and, if appropriate, be changed to conform to the approved Rent Schedule.

E. Once rent is established, such rental rate shall remain in effect until the next annual re-examination, special re-examination or an interim adjustment for an unanticipated change in income or family composition.

F. Resulting rent increases will take effect with a thirty day notice (the scheduled effective date for the family) to the family, unless the family has caused a delay in completing the re-examination. In such cases, the resulting rent increase will take effect retroactively from the scheduled effective date.

G. If, upon re-examination, it is found that the size or composition of the resident family has changed such that the unit contains a number of rooms less or greater than needed to provide decent, safe and sanitary housing as described in the occupancy standards listed earlier, management shall give notice of 30 days to the family requiring that the resident family move to another available unit.

H. If it is determined that a resident has misrepresented information to management and as a result the rent paid is less than what should have been charged, then the resulting rent increase shall take effect retroactively to the month following the date the action occurred causing the rent change. If management determines that the resident has gained admission or remained in occupancy in the property through willful misrepresentation of information, then

management shall notify the resident in writing with a 10 Day Letter of Notification. The letter shall inform the resident of the reasons for said violation and require the resident's presence at an informal conference with management. Failure by the resident to appear at the scheduled conference shall authorize management to terminate the lease and commence eviction proceedings.

I. During the re-examination, residents shall execute any additional releases necessary to allow the Housing Authority to obtain all the information required to determine rent and continued eligibility. Failure to provide said releases shall result in termination of the lease.

SECTION FOURTEEN INTERIM ADJUSTMENTS

A. The rent and income of a resident family(who is not on flat rent) shall be reviewed and rent adjustments made as appropriate upon receipt of written notification by a resident of one or more of the following changes in family circumstances:

1. Loss or addition of a person to the household who should become a member of the household under Authority policy
2. Receipt or discontinuance of public assistance
3. Receipt or discontinuance by wage earners of unemployment or other compensation
4. Physical loss or addition to the family of a wage earner
5. Increase or decrease in wages at employment of record. Increases in gross wages of \$40 per month or less shall not be required to be reported until the annual examination.
6. Changes in employment, which result in, increase or decrease of rent.
7. Any changes in income or assets that result in an increase of rent.

Residents shall report any of the above changes to management within ten- (10) calendar days of the change.

B. Verification of Information. At the time a change in any of the above circumstances is reported, the resident shall provide the Authority with any additional releases permitting it to obtain information necessary to determine rent adjustment. Failure to do so shall result in termination of the lease.

C. Increases in rent will be made effective on the first day of the second month following the date the action occurred causing the change in circumstances.

D. Decreases in rent will be made effective the first day of the month following the date in which the action is reported. However, decreases will not be made until after the reported changes have been verified by the Authority. Pending such verification, the resident shall pay the previously established rent. Upon verification, the resident shall be credited with any excess rent paid.

E. If, during the term of tenancy or during the initial application process, the resident or any member of the household intentionally misrepresents or fails to report to management in writing all facts upon which the rent should be based, this shall constitute fraud and be considered a violation of the Lease Agreement and is grounds for eviction.

Repayment Agreements

Management may, at its discretion, enter into a Repayment Agreement with the resident guilty of misrepresenting information to management, based on the following guidelines:

1. A down payment of 10% of the total amount due is required.
2. A minimum monthly payment of \$25 is required.
3. Management reserves the right to pursue any of the following options should the resident default in the Repayment Agreement:
 - a) Civil Suit
 - b) Eviction
 - c) Reporting to the credit bureau
 - d) Submission of Form 1099 to the IRS
 - e) Recommended administrative sanctions by HUD
 - f) Tracking/referral to appropriate clearinghouse for unpaid debts

F) At any interim reexamination when there is a new family member, the PHA shall follow the certification and verification requirements concerning the citizenship or eligible immigration status of the new family member, as detailed in 24CFR, Part 912 and described in Section Thirteen of this Plan.

SECTION FIFTEEN

PET POLICY

Residents may keep pets on the premises if they have executed a Pet Ownership and Responsibility Addendum to the Lease, and paid a pet deposit of \$150.00.

Residents are permitted to own one common household pet in accordance with the following rules for keeping pets:

1. The types of pets shall be limited as follows:

One cat or dog per apartment at any one time.

Two small caged birds (canaries, parakeets, finches, etc.) per apartment at any one time. Birds must be confined to a cage at all times.

One caged gerbil, hamster, rabbit, or guinea pig.

Aquariums may be no larger than **20 gallons** and must be sealed against leakage.

No birds of prey or other dangerous species may be kept. Dog breeds that are *allowed are those that are no more than 20lbs. full grown..*

2. An Addendum to the Lease shall be executed and applicable pet deposits paid prior to the allowance of the pet on the premises. A pet deposit of \$150.00 shall be required of all residents wishing to have a pet residing on the premises. The deposit is to cover potential damage by the pet and will be returned in part or in full depending on the cost of damages incurred as a direct result of pet, as assessed by management at the time the resident vacates the premises.
3. Resident shall be required to show proof that his or her pet has been properly vaccinated for rabies, and that all local licensing requirements have been met. No pet shall be allowed on premises if it has not been properly vaccinated. In the case of the pet being a dog, the resident must also provide a signed veterinarian statement, stating that the dog will not weigh more than 20 pounds at full grown adult weight. Resident must have his or her pet checked by a recognized veterinarian at least once a year to insure proper vaccination. Resident must bring license and proof of vaccination to the management office to be duly filed.
4. The resident will be solely responsible for maintenance of pet in healthy environment and shall insure that pet receives proper standard care and humane treatment. The pet shall be licensed and wear a collar which displays an identification tag. Pets shall be neutered or

spayed prior to being allowed in the property.

5. All pets must be boarded in the unit and will not be allowed outdoors unless it is accompanied by a resident or adult member of the household. The pet, when outdoors, shall be on a leash, no container. If pet is a bird, it shall be caged at all times both in the dwelling unit and outside. At no times will pets be allowed in the lobbies or common areas, except to enter or exit the premises.

6. A litter box will be utilized for cats. The litter box shall be changed twice weekly and disposed of in the area designated by the Authority. Litter must be separated daily. No animal waste may be disposed of within the unit.

7. No pet shall be left unattended in the unit for a period of time in excess of sixteen (16) hours. If a pet is left unattended in excess of sixteen hours in the unit, then management reserves the right to enter the unit and remove the pet, and transfer it to the proper authorities at the expense of the resident or resident sponsor. Management is held harmless in such circumstances.

8. Pet owners are responsible for any disturbances on a consistent basis as a result of constant barking, whining, and scratching on the part of their pet.

9. Pets of family members and guests will not be allowed on the premises without prior written approval of management.

10. The resident indemnifies management for all claims regarding any loss or personal injury caused by the resident's pet to any other resident, guest or employee in the building (s) or on the premises.

11. Any violation of the provisions contained herein will be construed as a health and safety violation and therefore be considered a breach of the Lease Agreement and subject to pet rule violation procedures.

12. If the resident becomes incapable of caring for the pet as outlined above, because of illness, incapacitation or death, management reserves the right to remove the pet from the premises.

13. Management shall enter each unit where a pet is kept within sixty (60) days after the signature of the lease Addendum to determine that the pet and unit are being properly cared for.

Pet Rule Violation Procedures

1. Notice of pet rule violation. If the Authority determines on the basis of objective facts supported by written statements that a pet owner has violated a rule governing the owning or keeping of pets, the Authority may serve a written notice of pet rule violation on the pet owner. The notice must:

a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.

b) State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation or to make a written request for a meeting to discuss the violation.

c) State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting.

d) State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

2. Pet rule violation meeting. If the pet owner makes a timely request for a meeting to discuss the alleged pet rule violation (within five days of the date of notice), the Authority shall establish a mutually agreeable date and location for the meeting within 15 days of notification of the alleged violation. At the meeting, the pet owner and the Authority shall discuss any alleged pet rule violation and attempt to correct it.

3. Notice for Pet Removal. If the pet owner and the Authority are unable to resolve the pet rule violation at the meeting, or if the Authority determines that the pet owner has failed to correct the violation, the Authority may serve a written notice to the pet owner to remove the pet. This notice shall contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated and state that the pet owner must remove the pet within ten (10) days of the effective date of service of the notice of pet removal and state that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

4. Initiation of procedures to remove a pet or terminate the pet owner's tenancy. The Authority shall not initiate procedures to terminate a pet owner's tenancy based on a pet rule violation unless: the pet owner has failed to remove the pet or correct a violation within the stated time period; and the pet rule violation is sufficient to begin procedures to terminate tenancy under the terms of the Lease Agreement and applicable regulations.

SECTION SIXTEEN

GRIEVANCE POLICY

1. Definitions and Applicability

- 1.1 The Housing Authority of South Kingstown, Rhode Island is referred to herein as, the “Housing Authority”.
- 1.2 The term “tenant” as used herein, means the adult person or persons (other than a live-in aide) (I) who resides in a dwelling unit owned by the Housing Authority, and who executed the lease with Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit, (II) who is the remaining head of household of the tenant family residing in the dwelling unit.
- 1.3 The term “BTA”, as used herein means the Board of Tenant affairs for the Housing Authority, as created under State law.
- 1.4 The term “applicant” as used herein, means any person who has fully completed all application forms, supplied all information, and signed all authorizations and releases, normally required by the Housing Authority from persons applying to live in dwelling units in public housing facilities owned by the Housing Authority.
- 1.5 The term “complainant” as used herein, means any tenant whose grievance is presented to the Housing Authority or at the development management office in accordance with sections two and three hereof.
- 1.6 The term “development management office”, as used herein, means the management office, if any, located at the development or project in which a complainant resides.
- 1.7 The term “grievance”, as used herein, means any dispute which a tenant may have with respect to Housing Authority action or failure to act in accordance with individual tenant’s lease or Housing Authority regulations which adversely affect the individual tenant’s right, duties, welfare or status; but does not include disputes between tenants not involving the Housing Authority or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Housing Authority’s Board of Commissioners.

- 1.8 The term “hearing officer” shall mean a person selected in accordance with 24 CFR section 966.55 (b) and Section 3.2 hereof to hear grievances and render a decision with respect thereto.
- 1.9 The term “hearing panel” shall mean a panel selected in accordance with 24 CFR Section 966.55 and section 3.3 hereof to hear grievances and render a decision with respect thereto.
- 1.10 The term “informal discussion” means the procedure referred to in Section 2 hereof and in 24 CFR Section 966.54.
- 1.11 References to “Federal Law” shall mean the applicable statutes and regulations of the United States of America, and shall include, without being limited to the applicable provisions of Part 966 of Title 24 of the Code of Federal Regulations (“CFR”).
- 1.12 References to “State Law” shall mean the applicable statutes and Supreme Court Decisions of the State of Rhode Island, and shall include, without being limited to the applicable provisions of Chapter 45-25 and Chapter 34-18 of the General Laws of Rhode Island, 1956, as amended.

2. Informal Settlement of Grievance

2.1 Informal Presentation of Grievance

Any grievance shall be personally presented, either orally or in writing to the Housing Authority office where the complainant resides so that the grievance may be discussed informally and settled without a hearing. Such grievance must be presented within ten (10) days of the action or failure to act by the Housing Authority, which is the basis for the grievance.

2.2 Conclusion of Informal Discussion

A summary of such discussion shall be prepared within a reasonable amount of time and one copy shall be given to the tenant and one retained in the Housing Authority’s file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under Section 3 hereof may be obtained if complainant is not satisfied.

2.3 Failure to Appear

If the complainant or the Housing Authority fails to appear for a scheduled informal discussion, or is more than fifteen minutes late, the hearing officer may make a determination to postpone the informal discussion for not to exceed five business days or may make a determination that the party has waived his or her right to an informal discussion. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer; *provided*, that a determination that the complainant has waived his or her right to an informal discussion shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.

3. Procedures To Obtain A Formal Hearing

3.1 Request for a Hearing

The complainant shall submit a written request for a hearing to the Housing Authority or the development management office within ten (10) days after the receipt the summary of discussion pursuant to section 2.2 hereof. The written request shall specify (1) The reasons for the grievance; and (2) the action or relief sought.

3.1.1 Failure to Request a Hearing If the complainant does not request a hearing in accordance with this section 3.1, then the Housing Authority's disposition of the grievance under Section 2 hereof shall become final, *provided*, that failure to request a hearing shall not constitute a waiver by the complainant of his or her right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

3.2 Selection of the Hearing Officer

A hearing officer shall be an impartial person appointed by the Housing Authority, who may be an officer or employee of the Housing Authority, but may not be a person who made or approved the Housing Authority action under review or a subordinate of such person. A hearing officer may be appointed to conduct any formal hearing and render a decision hereunder, in lieu of the Hearing Panel, by mutual agreement of the Housing Authority and complainant.

3.3Selection of the Members of the Hearing Panel.

The Hearing Panel shall consist of five (5) members, one selected in alphabetical order from the tenant membership of the BTA, one selected from the town appointed membership of the BTA, both who serve on a rotating basis for each day or evening hearing or hearings; two appointed by the Housing Authority; one impartial and disinterested member who shall be selected from a pool of grievance panel members from separate agencies or organizations in the South Kingstown area and who has been approved jointly by the BTA and the Housing Authority.

3.3.1. Restriction on whom may be ChairPerson. The impartial or disinterested member of the Hearing Panel shall be the ChairPerson of the hearing or hearings. The impartial or disinterested member of the Panel may not be an officer or an employee of the Housing Authority or any of its projects, nor a tenant of the Housing Authority, nor an employee of the Town of South Kingstown.

3.3.2 Restriction on other Hearing Panel Members. There shall be no relatives of the complainant on the Panel which hears his/her complaint; nor shall any Housing Authority officer whose duties and responsibilities involve him/her in any way with the grievance at issue, sit as a member of the Hearing Panel for that particular hearing. Any Hearing Panel member having any other conflict of interest shall make full disclosure thereof prior to the commencement of any hearing, and at the request of either Housing Authority or the complainant shall be replaced on the Hearing Panel with someone from the appropriate class of members.

3.4 Secretary to the Hearing Panel.

The Secretary to the Hearing Panel will be an elected officer from the BTA in accordance with the by laws of the BTA.

3.5 Consultation with Resident Organizations.

The Housing Authority shall consult the resident organizations before the Housing Authority appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the Housing Authority before the appointment.

3.6 Complaint over Amount of Rent.

Before a hearing is scheduled in any grievance involving the amount of rent which the Housing Authority claims is due, the complainant shall pay to the Housing Authority the

amount equal to the amount due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of monthly rent in an escrow account until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure; *provided*, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his or her grievance in any appropriate judicial proceeding.

4. Conduct of Hearings

4.1 Hearing Panel.

A hearing panel shall be held before a hearing officer or hearing panel, as appropriate.

4.2 Fair Hearing.

The complainant shall be afforded a fair hearing, which shall include:

4.2.1 Examination of Records. Complainant shall have the opportunity to examine before the hearing any Housing Authority documents, including records and regulations, that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. Any documents in the possession of the Housing Authority, which are not made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing. In connection with a hearing concerning termination of a tenancy or eviction, if the Housing Authority does not make documents available for examination upon request by the tenant as herein provided, the Housing Authority may not proceed with the eviction.

4.2.2 Parties Entitled to Counsel. Each party to an informal discussion or hearing shall have the right to be represented by counsel or other person chosen as a representative, and have such representative make statements on such party's behalf.

4.2.3 Private Hearings. The informal discussion shall be private. The hearing shall be private unless complainant requests a public hearing.

4.2.4 Hearing Procedures The complainant shall have the right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the Housing Authority or management of the development, and to confront and

cross examine all witnesses upon whose testimony or information the Housing Authority or management of the development relies.

4.2.5 Decisions on Facts. Any decision made shall be based solely upon the facts presented at the hearing, and shall be in accordance with applicable Federal, State and local law, regulations of the United States Department of Housing and Urban Development (“HUD”), or requirements of the annual contributions contract between HUD and the Housing Authority.

4.3 Collateral Proceeding

The Hearing officer or hearing Panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

4.4 Failure to Appear

If the complainant or the Housing Authority fails to appear at a scheduled hearing, or is more than fifteen minutes late, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days, or may make a determination that the party has waived his or her right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel: *provided*, that a determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority’s disposition of the grievance in an appropriate judicial proceeding.

4.5 Burden of Proof.

At the hearing, the complainant must first make a showing of entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.

4.6 Receipt of Evidence

The Hearing Officer shall be conducted informally by the Hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Housing Authority, the

complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

4.7 Transcripts.

The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

4.8 Persons with Disabilities.

The Housing Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired any notice to the tenant with is required under this procedure must be in an accessible format.

5. Limited and Expedited Hearings.

5.1 Excludable Grievances

Under applicable Federal Law, the Housing Authority is permitted to exclude from its administrative grievance procedure (Excludable Grievance”) any grievance concerning a termination of tenancy or eviction that involves:

- a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises or other residents or employees of the Housing Authority; or
- b) Any drug-related criminal activity on or near such premises.

5.2 Expedited Grievance Procedure

Under applicable Federal Law, the Housing Authority may adopt an expedited grievance procedure for any Excludable Grievance.

5.3 State Mandated Hearings

Under applicable State Law, any tenant or applicant is entitled to a hearing (“State Hearing”) before the BTA where a determination is made by the project management or by the Housing Authority:

- (a) That an applicant shall be denied admission to public housing.
- (b) That a tenant’s right of use and occupation shall thereafter be terminated.
- (c) That any obligation of a tenant shall be increased or otherwise altered

5.4 Applicability of Expedited Grievance

Any applicant entitled to a State Hearing, and any tenant entitled to a State Hearing, including a tenant who has an Excludable Grievance, may elect to have a hearing under the Expedited Grievance Procedure, but, having so elected, shall not also be entitled to a Formal Hearing under section three hereof with respect to the same grievance.

5.5 Expedited Grievance Procedure Rules.

5.5.1 Within seven (7) days of delivery of written notice to any tenant or applicant of any determination affecting his or her status and the reasons therefor and notice of his or her right to a hearing, the tenant or applicant may petition the BTA, in writing, for a hearing and review. Upon receiving that petition, the BTA shall set as early as practical a date for the hearing and shall inform the tenant or applicant and the Housing Authority of the date, time, and place of the hearing.

5.5.2 If the tenant or applicant fails to petition for a hearing within seven (7) days, he or she will be held to have waived his or her right to the hearing but he or she will not be held to have waived his or her right to contest the propriety of the action of the Housing Authority in any later court proceeding.

5.5.3 The hearing shall be conducted in accordance with sections 4.2 through 4.8 hereof.

5.5.4 No tenant claiming an Expedited Grievance Hearing with respect to an Excludable Grievance shall be entitled to an informal discussion pursuant to section 2 hereof, but nothing shall preclude the Housing Authority from holding such informal discussion in its sole discretion.

6. Decision of the Hearing Panel

6.1 Written Decision.

The hearing officer or panel shall prepare a written decision, together with the reasons therefor, within seven (7) days after the hearing. A copy of the decision shall be sent to the complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by a prospective complainant, his her representative, or the hearing panel or hearing officer.

6.2 Effect of Decision on Housing Authority

The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that,

- (a) the grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease on Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status; or
- (b) the decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, regulations of HUD, or requirements of the annual contributions contract between HUD and the Housing Authority; or

- (c) in the case of a grievance under the Expedited Grievance Procedure, the grievance does not concern a determination by the Housing Authority or project management (a) that an applicant shall be denied admission to public housing, (b) that a tenant's right of use and occupation shall thereafter be terminated, or (c) that any obligation of a tenant shall be increased or otherwise altered.

6.3 Effect. Of Decision on Complainant

A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

EXHIBIT ONE

Income Limits for Occupancy

Effective 3-9-2000

Number of people in family	Extremely Low Income	Very low Income	Lower Income
1	10,900	18,150	29,050
2	12,450	20,750	33,200
3	14,000	23,350	37,350
4	15,550	25,950	41,500
5	16,800	28,050	44,850
6	18,050	30,100	48,150
7	19,300	32,200	51,500
8	20,050	34,250	54,800

Exhibit Two

Assets/Income/Allowances

ASSETS

- 1) Cash held in savings and checking accounts, safety deposit boxes, homes, etc.
- 2) Trusts that are available to a member of the household.
- 3) Equity in rental property or other capital investments.
- 4) Stocks, Bonds, Treasury Bills, Certificates of Deposit, Money market funds.
- 5) Individual retirement and Keogh accounts.
- 6) Retirement and Pension Funds.
- 7) Lump sum receipts, including inheritances, capital gains, one-time lottery winnings, and settlements on insurance and other claims.
- 8) Personal property held as an investment.
- 9) Life Insurance policies.
- 10) Assets owned jointly.
- 11) Assets disposed of for less than Fair Market Rent Value.

INCOME

- 1) The gross amount of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services of all adults of the household.
- 2) Net income, salaries and other amounts distributed from a business.
- 3) The gross amount of periodic social security payments.
- 4) Annuities, Insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.

- 5) Lump sum payments received because of delays in processing benefits as specified by HUD regulations.
- 6) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
- 7) Alimony and child support.
- 8) Interest, dividends, and other income from net family assets.
- 9) Lottery winnings paid in periodic payments.
- 10) Recurring monetary contributions or gifts regularly received from persons not living in the unit (included rent or utility payments).
- 11) For intermediate care facilities for the mentally retarded: where Medicaid pays the ICF/MR directly for services and rent and pays the tenant only a small personal allowance. annual income must include:
 - a. The SSI payment the tenant would receive if he/she were not living in a group home; and
 - b. All income the tenant receives from sources other than SSI

The personal allowance is not included in income.

ALLOWANCES

- 1) \$480 for each dependent in the household. Dependent is defined as anyone other than Head, Co-Head, Spouse, Foster Child, and Live-in Aide who is:
 - a. Younger than 18; or
 - b. Is 18 or older and either
 1. Handicapped or disabled; or
 2. A full time student
- 2) Childcare costs are an allowable expense if they meet the following requirements:

- a. Such costs enable an adult family member to work, seek employment or attend an academic or vocational course of education.
 - b. Such costs apply to children in the household who are twelve years of age or younger.
 - c. Such expenses which enable an adult family member to work cannot exceed the employment income earned because the childcare is available.
 - d. Such cost cannot be reimbursed or paid by an outside agency or individual.
 - e. Such costs of care must be reasonable for the geographic area.
- 3) Elderly Household allowance of \$400 per household. An elderly Household is defined as a household with a head or spouse who is:
- o 62 years of age or older; or
 - o handicap or disabled
- 4) Medical Allowance for Elderly Households whose total anticipated expenses exceeds 3% of annual income.
- 5) Handicapped Allowance for those households with an adult family member who is able to work and earn income because handicapped assistance is available. The allowance shall consist of total expenses in excess of 3% of annual income.
- 6) The Housing Authority has implemented a working family disregard policy as of April 1, 2000. All non-voluntary payroll deductions will be excluded from income, such as:
- (a) FICA
 - (b) TDI
 - (c) Union dues
 - (d) Medical insurance
 - (e) Child support/alimony

There will be no disregards for state and local taxes, Christmas clubs, loan payments and other voluntary deductions.

7) Working families will also receive an allowance for medical bills paid, with bill and proof of payment.

Exhibit Three

Acceptable Forms of Verification

A) **EMPLOYMENT INCOME**-- Any verification shall request the employer to specify three items: (a) frequency of pay; (b) effective date of last pay increase; and (c) probability and effective date of any pending pay increase in the coming year. Acceptable forms of verification include:

- 1) Third party verification form.
- 2) Check stubs or earning statements showing employee's gross pay per pay period and frequency of pay.
- 3) W-2 forms if the applicant has had the same job for at least two years.
- 4) Applicant certification.

B) **SOCIAL SECURITY, PENSIONS, SUPPLEMENTARY SECURITY INCOME, DISABILITY INCOME**

- 1) Third party verification form.
- 2) Benefit notification letter prepared and signed by the agency.

C) **UNEMPLOYMENT COMPENSATION**

- 1) Third party verification form.
- 2) Records from the unemployment office stating payment dates and amounts.

D) **ALIMONY OR CHILD SUPPORT PAYMENTS**

- 1) A copy of the separation or settlement agreement or divorce decree stating the amount and type of support and payment schedules.
- 2) A letter from the person paying the support.
- 3) A copy of the latest check.
- 4) Applicant certification.

E) **NET INCOME FROM A BUSINESS**

- 1) IRS form 1040, including any appropriate schedules:

- o Schedule C (Small Business)
- o Schedule E (Rental Property Income)
- o Schedule F (farm Income)

2) An accountant's calculation of depreciation expenses, computed using straight-line depreciation methods.

3) An audited or unaudited financial statement of the business.

4) A loan application listing income derived from the business in the last twelve months.

5) Applicant certification.

F) RECURRING GIFTS

1) Notarized statement or signed affidavit signed by the person providing the assistance.

2) Applicant certification.

G) ASSETS

1) Verification forms, letters, or documents from a financial institution or broker.

2) Passbook, checking account statements, certificates of deposit, bonds, or financial statements completed by an institution or broker.

3) Quotes from a stock broker or reality agent as to the net amount the family would receive if they liquidated securities or real estate.

4) Real estate tax statement if they approximate market value.

5) Copies of closing documents showing the selling price, distribution of sales proceeds and net amount to the borrower.

6) Appraisals of personal property held as an investment.

7) Applicant certification.

H) ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

1) For all initial certifications and re-examinations the Authority shall obtain a completed certification from the household as to whether any member has disposed of assets for less

than fair market value during the two years preceding the effective date of the certification or re-examination.

2) If the household certifies that they did dispose of assets for less than fair market value; the Authority shall obtain verification that indicates: (1) all assets disposed of for less than fair market value; (2) the date of disposal; and (3) the asset's market values at the time of disposition.

I) SAVINGS ACCOUNT INTEREST INCOME AND DIVIDENDS

1) Account statements, passbooks, and certificates of deposit.

2) Broker's quarterly statements showing value of stocks or bonds and the earnings credited the applicant.

J) INTEREST INCOME FROM SALE OF REAL PROPERTY PURSUANT TO A PURCHASE MONEY MORTGAGE, INSTALLMENT SALES CONTRACT, OR SIMILAR ARRANGEMENT

1) A letter from a accountant, attorney, real estate broker, the buyer or a financial institution stating the interest due for the next 12 months.

2) Amortization schedule showing interest for the 12 months following the effective date of the certification or re-examination.

K) RENTAL INCOME FROM PROPERTY OWNED BY APPLICANTS

1) IRS Form 1040 with schedule E.

2) Copies of latest rent checks, lease, or utility bills.

3) Documentation of applicants income and expenses in renting the property (tax statements, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense).

4) Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

L) FULL TIME STUDENT STATUS

1) Written verification from the registrar's office or appropriate school official.

2) School records indicating enrollment for sufficient number of credits to be considered a full time student by the school.

M) CHILD CARE EXPENSES

- 1) Written verification from the person receiving the payments.
- 2) Verifications shall specify the hours and days during which the care is provided, the names of their children cared for, and the frequency and amount of compensation received.
- 3) Applicant's certification as to whether any of those payments have been or will be reimbursed by outside sources.

N) MEDICAL EXPENSES

- 1) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., of:
 - a) The estimated medical costs to be incurred by the applicant and of regular payments due on medical bills; and
 - b) The extent to which those expenses will be reimbursed by insurance or government agency.
- 2) The insurance company's or employer's written confirmation of health insurance premiums to be paid by the applicant.
- 3) Social Security's written confirmation of Medicare premiums to be paid by the applicant over the next 12 months.
- 4) For attendant care:
 - a. Doctor's certification that the assistance of an attendant is medically necessary.
 - b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family (or copies of canceled checks used to make payments).
 - c. Applicant's certification as to whether any of those payments have been or will be reimbursed by any outside sources.
- 5) Receipts, canceled checks or pay stubs that indicate health insurance premiums, that verify medical and insurance expenses also likely to be occurred in the next twelve months.
- 6) Copies of payment agreements with medical facilities or canceled checks that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- 7) Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Owners may use this approach for " general medical expenses" such as non- prescription drugs and regular visits to doctors or

dentists, but not for one time, non-recurring expenses from the prior year.

O) ASSISTANCE TO THE HANDICAPPED AND DISABLED

1) Attendant Care:

a. Attendants written certification as to: amount received from the applicant/ resident; frequency of receipt; hours of care provided; and /or copies of canceled checks applicant/ tenant used to make those payments.

2) Auxiliary Apparatus:

a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.

b. In the case where the handicapped person is employed, a statement from the employer verifying that the apparatus is necessary for employment.

3) In All Cases:

a. Written certification from a doctor or rehab agency that handicap assistance is necessary to enable an adult family member to work.

b. Family has written certification as to whether they receive reimbursement for any the expenses.

P) FAMILY TYPE AND MEMBERSHIP

1) For elderly Households- age provided: (a) a copy of birth certificate, baptismal certificate, census record, official record of birth, or other authoritative document; or (b) receipt of SSI benefits or Social Security retirement benefits.

2) For handicapped head or spouse- evidence of receipt of SSI for the disabled, handicapped or blind or Social security disability benefits. If none of these is available, a doctor's certificate is required.

3) For family membership of persons younger than 18- birth certificate, adoption papers and or custody agreements.

4) Submission of evidence of citizenship or eligible immigration status.

Exhibit Four

CRIMINAL TRESPASS POLICY OF THE SOUTH KINGSTOWN HOUSING AUTHORITY

The South Kingstown Housing Authority, hereinafter referred to as the "Authority", is aware of the problem its residents and Authority face with the unwanted presence of persons on, in, or about the property of the Authority. Recognizing the seriousness of illegal drug activity as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health, and well being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activity, which threatens the peace and tranquility, desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Rhode Island and the municipality.

- A. The Authority shall cause a verbal or written warning to be issued to any non-resident who either has no legal right to be on the property of the Authority, or is not an invited guest of a resident. Said warning shall state that such persons shall not come on any property belonging to the Authority for the time periods described below under penalty of being prosecuted for criminal trespass under law. Such warning shall be given to non-residents who:
1. Engage in or has had a verbal or physical confrontation with law enforcement personnel, residents, guests, or Authority personnel on the property of the Authority, in which no criminal activity occurred; **Six months;**
 2. Engage in criminal activity on housing authority property which is non-violent in nature, and which causes no physical injury to another person; **One year;**
 3. Engage in criminal activity on housing authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person; **Three years;**
 4. Any person who has been involved in or suspected of being

involved in drug related activity on the property of the Authority;

Three years.

5. Have been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents; **Six months to three years**, depending upon the circumstances and guidelines above.
6. Damage the property of the Authority; **One year.**

B. The warning shall be issued to such person or persons by a designated employee(s) of the Authority. A copy of the warning as issued, shall be

filed with the Executive Director of the Authority or other appropriate officials of the Authority.

C. Any person who has received a warning to leave the property under the provisions of this policy and who returns to the Authority property within six (6) months of the date the warning was issued, shall be subject to arrest for criminal trespass as provided for in Section 11-44-26, Code of Rhode Island Law, and under the laws of the municipality.

D. Any person who returns to the property of the housing authority and who is found to be on said premises, shall have the times enumerated herein extended to a term up to twice the original term or expiration of the notice issued by the housing authority.

TRESPASS NOTICE PROCEDURES

I. Purpose

To provide a uniform written policy concerning certain criteria to be met before any person is charged with criminal trespassing on South Kingstown Housing Authority's property.

II. Procedure

It is the policy of the South Kingstown Housing Authority for persons to be charged with criminal trespassing in the South Kingstown Housing Authority communities when such persons meet certain criteria as follows:

- A. A person to be charged with criminal trespassing must have knowingly entered or remained unlawfully upon the premises of the Authority and committed an offense such as:
1. Engage in or has had a verbal or physical confrontation with law enforcement personnel or Authority personnel on the property of the Authority;
 2. Have been involved in or suspected of being involved in drug related activity on the property of the Authority;
 3. Have been involved in any violence or threats of violence against any person while on the property of the Authority;
 4. Have been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents;
 5. Damage the property of the Authority.
- B. The person charged with criminal trespass should first have the written notice attached hereto served on him by hand delivery or by certified mail, return receipt requested. The notice will have the issuing person's signature and be witnessed with the date and time of issuance on the notice. A short comment shall be included describing the reasons and circumstances surrounding the cause of the notice being issued.

- C. The person will be requested to acknowledge receipt of the notice by his or her signature on the notice. If the person refuses to sign the notice, the issuing person shall write "Refused to Sign" on the place designated for the signature. The receipt from the post office showing delivery shall be sufficient for proof of service. Should the person refuse to accept the certified mail, then the Housing Authority shall mail the notice by first class mail to the address of the person, and shall notate upon the notice the time of mailing.
- D. If possible, a picture of the person shall be made for inclusion in the file for future reference.
- E. A copy of the notice, picture, and related documents shall be maintained by the Housing Authority. The names of persons receiving the trespass notice shall be supplied to the local law enforcement agencies for use in their official capacities.
- F. The date of expiration of the notice shall be written on the form. Should the person being served the notice desire to discuss the reasons or circumstances surrounding the notice and the trespass procedure with the director or designated person, application shall be made by the person in writing, and the director or designated person shall schedule a meeting with the person. The Housing Authority shall notify the person in writing of the date and time of the meeting, and the person shall use this notice as permission to be on housing property on said date and time for the meeting. After discussion, the Housing Authority shall have the authority to continue the notice, shorten the notice, or make such decisions relating to the circumstances which shall be equitable, when considering all of the factors involved. No change in the term of the notice shall be made without adequate reason, properly notated, and signed by the parties involved. Any changes shall be given to the local law enforcement agencies.
- G. During the term of the trespass notice, the Housing Authority shall have the authority, under special circumstances and pursuant to the written application of the person as described above, to give written special permission for the person to be on Housing Authority property at a particular time and for a particular purpose. Said permission shall only apply for the specific purposes and for the specific times in the letter. Said special permission shall not constitute a waiver of the provisions of the original notice, except for the specific terms and conditions of the special permission

letter in this paragraph. Said letter shall be in the possession of the person while he is on Housing Authority property, and shall be produced upon demand by an employee or law enforcement officer. If the person fails to produce said letter, he shall be deemed to be in violation of the original trespass notice.

South Kingstown Housing Authority

**Special Permission
To Visit**

Date Issued: _____

This is to advise that:

_____, who has previously been issued a written notice of trespassing by this Housing Authority, has permission to visit:

Name of Resident or Place to Visit:

Relationship:

Address to Visit:

Reason for Visit:

Date/s of Visit/s:

Start:

End:

Time/s:

From:

To:

Expires:

IMPORTANT

This Document gives _____ permission to be at the above location on the time/s and date/s indicated for the reason/s stated. Travel to and from the indicated location must be by the most direct route. This does not give permission for the above named person to be on or in any other SKHA owned apartment, building or grounds.

*THIS DOCUMENT **MUST** BE IN THE POSSESSION OF THE ABOVE NAMED PERSON WHEN ON SOUTH KINGSTOWN HOUSING AUTHORITY PROPERTY!*

This Special Visit Permission expires on:

Expires

PHA Official

**Written Notice of Trespassing
South Kingstown Housing Authority**

Date:

Time:

Location:

Name:

Address:

DOB:

SSN#:

NOTICE

BE INFORMED THAT YOU ARE TRESPASSING ON PROPERTY OWNED BY THE HOUSING AUTHORITY OF THE TOWN OF SOUTH KINGSTOWN AND UPON WHICH YOU HAVE NO LEGAL RIGHT TO ENTER OR REMAIN.

Comments:

—
—
—

YOU ARE HEREBY ORDERED TO LEAVE AND VACATE THIS PROPERTY AT ONCE, AND YOU ARE FURTHER ORDERED TO REMAIN OFF OF THIS PROPERTY, AND THE HOUSING AUTHORITY PROPERTIES LOCATED AT:

364 CURTIS CORNER ROAD, PEACE DALE, RI
480 HIGH STREET, PEACE DALE, RI
69 UNCLE SAM'S LANE, PEACE DALE, RI

AND ANY AND ALL OTHER PROPERTIES OWNED BY THE HOUSING AUTHORITY OF SOUTH KINGSTOWN, RHODE ISLAND. **IF YOU RETURN TO THE AFOREMENTIONED PROPERTY, YOU WILL BE**

ARRESTED FOR VIOLATION OF THE TRESPASS LAWS OF THE STATE OF RHODE ISLAND AND TOWN OF SOUTH KINGSTOWN.

UNDER RHODE ISLAND CRIMINAL STATUTE, 11-44-26, CRIMINAL TRESPASS, THIRD DEGREE IS A VIOLATION, PUNISHABLE UPON CONVICTION BY IMPRISONMENT IN THE CITY OR COUNTY JAIL, NOT TO EXCEED 30 DAYS AND/OR A FINE OF UP TO \$200.00.

Housing Authority

By:

This notice expires on: _____

—

Proof of Service

Issuing Person

Witness Date/Time__

Service of No Trespassing

by

Certified Mail

Date Sent_

Return Received_

—

If No Response

Mailed 1st Class

Date_

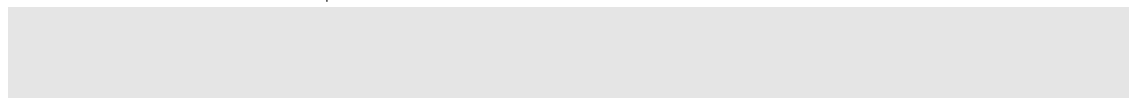
Time_

—

FLAT RENTS

EFFECTIVE 10/1/1999

1	BD	\$400.00
2	BD.....	..\$500.00
3	BD.....	.. \$600.00
4	BD.....	\$800.00
5	BD.....	\$850.00
6	BD.....	\$950.00



ATTACHMENT #3-RI012-V01-TOWN OF SOUTH KINGSTOWN COMPREHENSIVE PLAN 1996

D. Policies, Goals and Implementation

1. Consistency With State Housing Plans

The Housing Element of the South Kingstown Comprehensive Plan is being revised in order to comply with the requirements of the 1988 Rhode Island Comprehensive Planning and Land Use Regulation Act of 1988, Sec.45-22.2. As part of the requirements of this Act, the Town of South Kingstown's Housing Element must be consistent with the goals and objectives of the State Housing Plan (State Guide Plan Element 421) and the Area Wide Housing Plan (State Guide Plan Element 422).

State Planning efforts have focused on the identification and elimination of practices that foster concentration of low-income and minority households. Practices that limit low-cost housing options should be recognized and changed. The Town's planning and implementation should reflect concern with the State and local trends including the rapid rise in home prices relative to income, and a shortage of decent affordable housing for low and moderate income families with children. The Town should take affirmative measures to meet current and anticipated housing problems related to demographic changes, and should not promote excessive regulatory mechanisms that prevent housing needs from being achieved.

2. Goals

Overall Goal of Housing Element

To encourage a range of housing choices in order that the Town can continue to be a home to a vital mix of people.

Goal 1

To keep South Kingstown a community that is home to a vital mix of people by maintaining a wide range of housing options, through a combination of innovative regulatory mechanisms, public and private initiatives, and joint public and private ventures.

Policy 1.1 - The Town supports providing housing opportunities for people of varying ages, lifestyles, and stages of the lifecycle, including: singles, couples, single parents, families, seniors citizens, the handicapped, and students.

Policy 1.2 - The Town supports providing affordable housing opportunities for people not served by the private housing market, including: a) people with no income and people on public assistance; b) people with low to moderate incomes that cannot afford to purchase a home and may have difficulty renting; and, c) moderate and middle income members of the local work force.

Policy 1.3 - The Town supports providing housing opportunities for year-round renters, first time buyers, and homeowners who need to choose to change their living arrangements due to lifecycle and/or altered physical and financial capabilities.

Policy 1.4 - The Town supports an ongoing program of advocating administering affordable housing through the coordinated efforts of Town officials and boards, the South Kingstown Housing Authority, community non-profit organizations, and ad-hoc citizen committees.

Policy 1.5 – The Town supports achieving a goal of maintaining long-term affordability for approximately 10(ten) percent of the Town’s housing stock.

Policy 1.6 – The Town supports designing programs that meet the needs of current residents and locally-employed people, without developing preference systems that effectively discriminate against minorities.

Policy 1.7 – The Town supports the concept of open negotiations for needed housing opportunities as part of the development review process.

Implementation

- The Town shall establish an Affordable Housing Foundation and Trust Fund to increase the number of perpetually affordable housing units in Town.

Responsible Party: Town Council, and Planning Department, working in conjunction with the South Kingstown Housing Authority and South County Community Action.

- The Town shall amend its land use regulations to stimulate production of needed housing opportunities by private landowners and developers by providing sufficient stock of RM and R-10 zoned land, and through such mechanisms as inclusionary zoning (i.e. mandatory provision of affordable housing, density bonuses, or off-site inclusionary exactions), removal of cost generating subdivision standards, and conversions of existing structures.

Responsible Party: Town Council, Planning Board, and the South Kingstown Housing Authority

- The Town shall review each proposal for affordable housing in subdivisions on a case-by-case basis to determine the applicability of various improvements.

Responsible Party: Planning Department, Planning Board

- The Town shall promote the development of elderly and other higher density housing where there are public sewers and water, and such safe and convenient support facilities as walkways, traffic control and public transportation.

Responsible Party: Town Council, Planning Department, Planning Board, and the South Kingstown Housing Authority

- *The Town shall develop a comprehensive policy as it relates to its homeless population. The Town will establish and maintain support systems to facilitate the homeless person's integration into the community.*

Responsible Party: *Town Council and Planning Board, in conjunction with South County Community Action and South County Emergency Shelter*

- *The Town shall attempt to acquire or to lease below-market rate parcels of land for production of affordable units*

Responsible Party: *Town Manger's Office, Town Council, Planning Department, and the Affordable Housing Foundation*

Goal 2

To accommodate needed housing in a manner consistent with South Kingstown's physical, social, and financial resources

Policy 2.1 – *The Town supports a mix affordable and market rate housing units throughout South Kingstown and the development of small-scale, scattered site affordable housing developments.*

Policy 2.2 -- *The Town supports a combination of affordable owner- occupied and rental units, and a distribution of these affordable units among all housing types.*

Policy 2.3 – *The Town supports working with the University of Rhode Island to achieve on-camps and near-campus housing for students and faculty in an effort to make year round rental opportunities available to other Town residents.*

Policy 2.4 – *The Town encourages the restoration and preservation of its historic residential, commercial and industrial buildings.*

Implementation

- The Town shall identify potential sites upon which development of affordable should be encouraged, using such criteria as environmental constraints, levels of infrastructure, and existing regulatory mechanisms.

Responsible Party: Planning Department in conjunction with the Tax Assessor

- The Town shall target a desired number of types of housing units within certain price ranges and periodically evaluate the achievement of this goal.

Responsible Party: Planning Department, Planning Board, and Affordable Housing Foundation

- The Town shall amend the land use regulations to allow limited residential uses in commercial zones, adaptive re-use of industrial buildings, and duplexes in more zones.

Responsible Party: Town Council, Planning Department and Planning Board

- The Town actively shall seek to achieve construction of some affordable units on Town-owned land.

Responsible Party: Town Council, Planning Department, and the Affordable Housing Foundation

- The Town shall pursue an assertive partnership with the University of Rhode Island to create more on-campus affordable housing for students and faculty.

Responsible Party: Town Manager's Office, Town Council, and Planning Department to Coordinate with the University Rhode Island

- The Town shall work with developers to obtain assistance from State and Federal programs for affordable housing.

Responsible Party: Town Manager’s Office, Town Council, and Planning Department.

ATTACHMENT #4-PHDEP-RI012-V01

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

Section 1: General Information/History

- A. Amount of PHDEP Grant \$ 45,000.00
- B. Eligibility type (Indicate with an “x”) N1 _____ N2 _____ R _____
- C. FFY in which funding is requested 2000

D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The SKHA PHDEP includes supporting local police bike patrols, a DARE officer on site, drug abuse counseling on site and a police athletic league.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
CHAMPAGNE HEIGHTS	FORTY	164
FOURNIER ESTATES	TWELVE	49

--	--	--

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

6 Months_____ **12 Months**__X__ **18 Months**_____ **24**
Months_____ **Other** _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	0				
FY 1996	0				
FY 1997	0				
FY 1998	0				
FY 1999	0				

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

The plan is to work as a combined partner with the SK Police and a local non-profit substance abuse counseling center. The S.K.P.D. will run the Neighborhood Crime Watch which consist of residents, the DARE officer will have an office here on site, we will pay for an extra bike patrol officer, they will also run a Police athletic league for the children. The staff of the Counseling center will run weekly counseling sessions for residents who are abusers or recovering; and my staff will run drug poster contests and other programs for children. It is our hope to hire a consultant to initiate the programs and then evaluate their effectiveness.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2000 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	\$20,000.00
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	\$10,000.00

9170 - Drug Intervention	\$ 5,000.00
9180 - Drug Treatment	
9190 - Other Program Costs-Technical Consultant	\$10,000.00
TOTAL PHDEP FUNDING	\$45,000.00

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement						Total PHDEP Funding: \$ \$20,000.00	
Goal(s)		Keep a Bike officer on site during peak problem times, i.e.: Friday and Saturday nights.					
Objectives		Keep drug dealers off the property, maintain peaceful living environment.					
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.bike patrol			4/2000	4/2001	\$20,000.		lack of police re
2.							for disturbance
3.							

9120 - Security Personnel –SEE ABOVE						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9140 - Voluntary Tenant Patrol						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.							
2.							
3.							

9150 - Physical Improvements						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.							
2.							
3.							

9160 - Drug Prevention						Total PHDEP Funding: \$10,000.00	
Goal(s)-get abusers into recovery-help recovering to stay clean							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.on site drug counseling	213	abusers-recovering	grant award	3/2001	\$10,000.		attendance at sess
2.							
3.							

9170 - Drug Intervention						Total PHDEP Funding: \$5,000.00	
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Goal(s)keep children from experimenting with drugs							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.drug poster contest	154	children 6-18	grant award	3/2001	\$5,000.		attendance at clas
2.police athletic league	154	children 6-18	grant award	3/2001			
3.weekly movies and other activities	154	children 6-18	grant award	3/2001			

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.							
2.							
3.							

9190 - Other Program Costs-technical assistance					Total PHDEP Funds: \$10,000.00		
Goal(s)		To set up programs and assess effectiveness.					
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Inc
1.set up programs			grant award	3/2001			
2.work with SKPD			grant award	3/2001			
3.work with non-profit drug counseling agencies			grant award	3/2001			

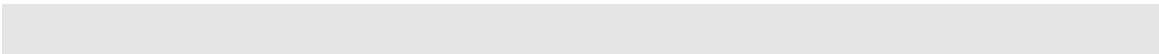
Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	activity 1-100%			100%
9120				
9130				
9140				
9150				
9160	activity 1-100%			100%
9170	activity 1-25%	activity 2-25%	activity 3-50%	100%
9180				
9190	activity 1-100%			100%
TOTAL	\$41250.00	\$1250.00	\$2500.00	\$45,000.00

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”



PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	

23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal years. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>