
*SCHUYLKILL COUNTY HOUSING
AUTHORITY*

HUD-50075

2012-2016 FIVE-YEAR AND ANNUAL PLAN

December 8, 2011

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PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Schuylkill County Housing Authority</u> PHA Code: <u>PA016</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/2012</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>610</u> Number of HCV units: <u>631</u>				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the Schuylkill County Housing Authority is: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.				
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <u>See attached Section 10.0 Additional Information</u>				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: 1. Public Housing Lease 2. Flat Rents 3. HCV Payment Standards 4. Section 8 HCV Administrative Plan to include Energy Efficient Based Utility Allowance Procedure (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i>				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. <u>See Attached Annual Statement/Performance and Evaluation Reports</u>				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <u>See Attached Capital Fund Program Five-Year Action Plan</u>				

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8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p>
9.1	<p>Strategy for Addressing Housing 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. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan. <u>See Section 5.2 Above</u></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” <u>See Section 10 (b) Additional Information attached for updated definition</u></p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

INDICATE WHETHER THIS SUBMISSION IS FOR AN ANNUAL AND FIVE YEAR PLAN, ANNUAL PLAN ONLY, OR 5-YEAR PLAN ONLY.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.
2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the

requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.
9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>
- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;

- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

- 8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/capfund/cfp.cfm>

- 9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. (**Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

- 9.1 Strategy for Addressing Housing Needs.** Provide a 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. (**Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

- 10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. (**Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.**)
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". (**Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.**)
- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. (**Note: Standard and Troubled PHAs complete annually.**)

- 11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.

- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (Must be attached electronically for PHAs receiving CFP grants only). See instructions in 8.2.

6.0 PHA Plan Update.

II. PHA Plan Elements. (24 CFR 903.7)

The following elements of the Schuylkill County Housing Authority's (SCHA) plan elements have been revised since the Authority's prior submission:

3. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** SCHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists, **have not been revised since the Authority's prior submission.**

The Following is a Summary of Key Components of SCHA's Policies Governing Eligibility, Selection, and Admissions_[24 CFR Part 903.12 (b), 903.7 (b)]

A. Public Housing

(1) Eligibility: Verification of eligibility for admission to public housing occurs when families are within 45 days of application.

SCHA uses the following non-income (screening) factors to establish eligibility for admission to public housing:

- Criminal or Drug-related activity
- Rental history
- Housekeeping

SCHA request criminal records from local and State law enforcement agencies and INTELLICORP for screening purposes

(2)Waiting List Organization: SCHA uses a Community-Wide list to organize its public housing waiting list and optional site-based waiting lists.

Interested persons may apply at SCHA's main administrative office at 245 Parkway, Schuylkill Haven, PA and at each of its development site management offices for admission to public housing, or via a home visit as a reasonable accommodation for applicants unable to come to the office.

Applicants may be on more than one list simultaneously (9 lists).

(3) Assignment: Ordinarily, SCHA permits applicants only one vacant unit choices before they fall to the bottom of or are removed from the waiting list. This policy is consistent across all waiting list types.

(4) Admissions Preferences: Income targeting: **SCHA does not 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.

Transfer policies: SCHA has established the following policy for transfers taking precedence over new admissions:

- Emergencies
- Over-housed – to meet waiting list demand
- Under-housed
- Medical justification
- Administrative reasons determined by SCHA (e.g., to permit modernization work)
- Non-handicapped household occupying a handicapped unit

Preferences: SCHA has established preferences for admission to public housing (other than date and time of application).

SCHA employs the following admission preferences:

- Involuntary Displacement (Disaster, Government Action)
- Victims of domestic violence
- Substandard housing
- Homelessness
- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Nursing Home Transition Participants
- Applicants enrolled currently in an educational, training or upward mobility program
- An applicant who is a victim of Presidentially declared disasters

SCHA employs prioritizes admissions preferences as follows:

- Date and Time: 1
- Involuntary Displacement (Disaster, Government Action): 1
- Victims of domestic violence: 1
- Substandard housing: 1
- Homelessness: 1
- Working families and those unable to work because of age or disability: 1
- Veterans and veterans' families: 1
- Nursing Home Transition Participants: 1
- Residents who live and work in the jurisdiction: 1
- Applicants enrolled currently in an educational, training or upward mobility program: 1
- An applicant who is a victim of Presidentially declared disasters: 1

SCHA applies preferences within income tiers – if needed to meet statutory requirements that 40% be Extremely Low Income.

(5) Occupancy: The following are reference materials applicants and residents use to obtain information about the rules of occupancy of public housing:

- The SCHA-resident lease
- The SCHA’s Admissions and (Continued) Occupancy policy
- SCHA briefing seminars or written materials

Residents must notify SCHA of changes in family composition:

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

B. Section 8

(1) Eligibility: SCHA request criminal records from local and State law enforcement agencies and INTELLICORP for screening purposes.

SCHA does not share its criminal and drug related background checks with the landlord.

(2) Waiting List Organization: SCHA does not merge its Section 8 waiting list with its public housing waiting list. Each list is kept separate.

Interested persons may apply for admission to section 8 tenant-based assistance SCHA’s main administrative office at 245 Parkway, Schuylkill Haven, PA. SCHA also provides reasonable accommodations via home visits for those unable to come to the office.

(3) Search Time: SCHA does give extensions on standard 60-day period to search for a unit in accordance with its Section 8 Administrative Plan.

(4) Admissions Preferences:

Income targeting: SCHA does not 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.

Preferences: SCHA has established preferences for admission to section 8 tenant-based assistance program (other than date and time of application). These preferences include the following:

- Involuntary Displacement (Disaster, Government Action)
- Victims of domestic violence
- Substandard housing
- Homelessness

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Nursing Home Transition Participants
- Applicants enrolled currently in an educational, training or upward mobility program
- An applicant who is a victim of a Presidentially declared disaster.

SCHA has prioritized the following admissions preferences, as noted:

- Date and Time: 1
- Involuntary Displacement (Disaster, Government Action): 1
- Victims of domestic violence: 1
- Substandard housing: 1
- Homelessness: 1
- Working families and those unable to work because of age or disability: 1
- Veterans and veterans' families: 1
- Nursing Home Transition Participants: 1
- Residents who live and work in the jurisdiction: 1
- Applicants enrolled currently in an educational, training or upward mobility program: 1
- An applicant who is a victim of a Presidentially declared disaster: 1

Applicants on the waiting list with equal preference status, are selected by date and time of application.

SCHA employs preferences for "residents who live and/or work in the jurisdiction." This preference has previously been reviewed and approved by HUD

The current pool of applicant families ensures that SCHA will meet income targeting requirements.

SCHA applies preferences within income tiers.

(5) Special Purpose Section 8 Assistance Programs

The Section 8 Administrative Plan contains the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by SCHA. In addition, SCHA makes known to the participants, its policies governing eligibility, selection and admissions to any special-purpose section 8 programs at the time of the briefing sessions and in written materials.

SCHA announces the availability of any special-purpose section 8 programs to the public through published notices in the local news media of general circulation.

- 2. Financial Resources.** The following statement of financial resources, includes a listing by general categories of the Housing Authority's anticipated resources, Operating, Capital and other anticipated Federal resources

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available to SCHA, as well as tenant rents and other income available to support public housing or tenant-based assistance:

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2011 grants)		
a) Public Housing Operating Fund	\$1,486,290	Operating
b) Public Housing Capital Fund	\$860,114	Capital/Operating
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$2,793,000	HAP & Administration
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (unobligated funds only) (list below)		
Capital Fund Program 2011	\$766,672	Cap Imp/Operating
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund Program 2010	\$425,389	Cap Imp/Operating
3. Public Housing Dwelling Rental Income		
Excess Utilities	\$1,774,764	Operating
	\$65,489	Operating
4. Other income (list below)		
5. Non-federal sources (list below)		
County Act 137 Funds	\$50,000	Affordable Housing
Total Resources	\$8,222,348	

3. Rent Determination. The policies of SCHA governing rents charged for public housing and HCV dwelling units, **have not been revised since the Authority's prior submission.**

The Following is a Summary of SCHA's Rent Determination Policies [24 CFR Part 903.12(b), 903.7(d)]

A. Public Housing

(1) Income Based Rent Policies

The following describes SCHA'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:

Use of discretionary policies: SCHA does 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).

Minimum Rent: SCHA has established \$50.00 as a minimum rent and has adopted the following discretionary minimum rent hardship exemption policies:

- The family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstance, including loss of employment;
- A death in the family has occurred; and
- Other circumstances determined appropriate and acceptable by the Housing Authority or the Department of Housing and Urban Development

SCHA does not plan to charge rents at a fixed amount or percentage less than 30% of adjusted income.

Rent re-determinations: Tenants must report changes in income or family composition to SCHA any time the family experiences such changes that may result in an adjustment to rent. Any time a family experiences an income increase above the following threshold amount: interim increase in rent due to a change in income shall only be implemented when the total annual gross income increases three thousand five hundred dollars (\$3,500) or more, except:

- (1) if a new member is added to the lease, an adjustment will be made regardless of the amount of income; or
- (2) if a tenant paying a minimum rent (\$50) obtains income from any source, an adjustment will be made regardless of the amount of income.

SCHA does not plan to implement individual savings accounts for residents (ISA) 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: In setting the market-based flat rents, SCHA utilizes the payment standard approved by the Board which is based on a percentage of the current FMRs to establish a flat rent for each development.

SCHA has established the Flat Rents for the Public Housing Program effective November 1, 2011 for all new admissions and annual reexaminations with an effective date of December 1, 2011 as follows:

Bedroom Size	Flat Rents
0	\$371
1	\$485
2	\$587
3	\$733
4	\$806
5	\$927

B. Section 8 Tenant-Based Assistance

(1) Payment Standards: SCHA's payment standard is established at 99% for the 0 and 1 bedroom units; and the two, three, four and five bedroom size units are at 104% of the 2011 HUD published Fair Market Rents (FMR) for the Schuylkill County.

The payment standards are reevaluated annually by SCHA for adequacy. SCHA will consider the success rates of assisted families in locating and leasing affordable housing that meets HQS in its assessment of the adequacy of its payment standard.

(2) Minimum Rent: SCHA has established \$50.00 as the minimum rent for the Section 8 Voucher Program.

SCHA has adopted the following discretionary minimum rent hardship exemption policies:

- the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- the family would be evicted as a result of the imposition of the minimum rent requirement;
- the income of the family has decreased because of changed circumstance, including loss of employment;
- a death in the family has occurred; and
- other circumstances determined appropriate and acceptable by the Housing Authority or the Department of Housing and Urban Development .

4. Operation and Management. A statement of the rules, standards, and policies of the Schuylkill County Housing Authority governing maintenance and management of housing

owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of SCHA and programs of SCHA are available to the public at the main office of the Authority.

5. **Grievance Procedures.** The policies of SCHA governing the grievance and informal hearing and review procedures that the Housing Authority makes available to its residents and applicants, **have not been revised since the Authority's prior submission.**
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by SCHA, there are no projects (or portions thereof), in the upcoming fiscal year, that the Housing Authority has designated or will apply for designation for occupancy by elderly and disabled families.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).

Policy Overview

Community Service is defined as "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community." Community Service is not employment and may not include political activities.

The Community Service and Economic Self-Sufficiency requirements mandate that each non-exempt adult household member (18 years or older), shall either contribute eight hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight hours per month. This Chapter provides SCHA's requirements.

Community Service Contributions

Federal regulations mandate that all adult residents must contribute eight (8) hours per month of community service, or participate in an economic self-sufficiency program for eight (8) hours per month as a condition for continued public housing assistance.

The exceptions to this requirement are for person(s) that are:

- Elderly
- Blind or disabled as defined under law and unable to comply with the community service requirement, or the caretaker of such an individual.

- Working or exempted from work by the State.
- Receiving assistance and not in noncompliance with State or TANF requirements.

Persons with a disability are not automatically exempt from community service requirements. A person is exempt only to the extent the disability makes the person “unable to comply.”

Community Service Activities

The Authority will strive to give residents the greatest choice possible of community service activities. These activities could include, but are not limited to:

- Improving the physical environment of the resident’s development.
- Volunteer work in a local school, hospital, childcare center, homeless shelter, etc.
- Working with youth organizations.
- Helping neighborhood groups on special projects.
- Participation in programs that develop and strengthen resident self responsibility such as drug and alcohol abuse counseling and treatment, household budgeting and credit counseling, and English proficiency.

Federal regulations specifically prohibits political activity as community service.

Housing Authority Options for Community Service: The Authority can administer its own community service program, with cooperative relationships with other entities, or contract the entire community service program to a third party, which includes qualified resident councils.

The Authority must follow procurement policies and 24 CFR 85.36 in order to contract out the community service program. When third party contractors are used, the Authority will strive to ensure the contractor doesn’t have a financial interest in where participants are assigned.

The Authority will ensure that all community service programs are accessible for persons with disabilities, and determine as well as possible, the work being performed is not hazardous.

Documentation: Reasonable documentation must verify the community service, and must be placed in the resident’s file at time of reexamination.

15.5 Noncompliance

The Authority will determine if non-exempt residents are in compliance. If a family is found to be non-compliant, the non-compliant adult and the head of household must sign an agreement to make up the hours within the next three to 12-month period.

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.
 1. Local police provide up to date information regarding criminal activity on or near the public housing developments
 2. Police cooperation with SCHA in hearings involving drugs and other criminal activities
 3. Police cooperate with state and federal (OIG) for local drug and fraud cases involving housing participants
 4. Police inform SCHA of registered sex offenders
 5. SCHA has installed exterior and interior camera security system in elderly and family complex

9. **Pets.** SCHA's policies and requirements pertaining to the ownership of pets in public housing, **have not been revised since the Authority's prior submission.**

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** In the opinion of Francis J. McConnell, CPA, who conducted an independent audit of the Housing Authority as of March 31, 2011, "In my opinion, Schuylkill County Housing Authority complied, in all material respects, with the compliance requirements...that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2011."

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

The Schuylkill County Housing Authority has adopted an asset management philosophy that seeks to maximize the value of its assets, and guides all decisions for its financial well-being as well as its clients. The Housing Authority's transformation to asset management, include the following:

ASSET MANAGEMENT PLAN

1. **Financial Assessment:** Prepare financial assessments of each property based on actual income, repair costs, administrative expenses and utility costs. Monitor income, expenses, and cash flows to track trends in financial performance.
2. **Historical Operating Analysis:** Maintain and analyze the historical operating results for each of the Authority's asset management properties. Compare the financial performance of each asset management property with indicators from comparable properties in the affordable housing industry. Analyze trends if the property is losing money and develop solutions.
3. **Physical Needs Assessment:** Utilize the recently completed comprehensive Physical Needs Assessment to cure deferred maintenance and physical deterioration. The assessment addresses remaining useful short life components. The PNA identifies functional obsolescence, both curable and incurable and provides information that will assist in the scheduling of future capital expenditures and replacements.
4. **Viability Analysis:** SCHA performed a portfolio evaluation to determine the most appropriate use of each site. Portfolio evaluation is a major asset management planning tool. The Viability Analysis provides SCHA with key benefits to: integrate the physical and financial characteristics of the housing with market conditions to develop highest and best use; evaluate alternative treatments and strategies in light of available resources; and prioritize future actions and clarify strategies going forward.
5. **Energy Performance Audit:** Utilize the recently completed Energy Performance Audit of each of SCHA's public housing developments to reduce utility costs by implement energy cost savings recommendations. Areas addressed in the energy performance audit findings include: reduce operating costs by updating and upgrading the HVAC systems, installing additional insulation and weather stripping where indicated, and installing energy efficient windows, replacing inefficient and wasteful shower heads, faucets, toilets, etc. and revamping lighting and electrical systems with energy/cost saving alternatives.

PERFORMANCE EXCELLENCE

1. **Public Housing:** Maintain "High Performer" status under HUD's Public Housing Assessment System (PHAS). Ensure that SCHA properties continue to be managed to the highest possible standards, including thorough and uniform applicant eligibility determination, fair lease enforcement, regular preventative maintenance, prompt responses to maintenance work orders, full occupancy and timely turnover of vacant units, timely and accurate reporting of financial data, and all other components of quality property management and maintenance. Continue implementing "project-based accounting" as required by the new Public Housing Operating Fund rule. Continue to advocate for full funding and program reform.
2. **Section 8 Housing Choice Vouchers:** Maintain "High Performer" status under HUD's Section 8 Management Assessment Program (SEMAP). Maintain high utilization of vouchers and budget

without exceeding authorized limits. Continue to advocate for full voucher funding and program reform.

3. **Capital Improvements:** Continue renovating public housing properties and making capital improvements which promote fire safety and life safety as well as preserve the asset. Maintain high quality and timely design, bidding and construction. Continue to actively involve residents, staff and the community in planning capital improvements.

EMPLOYEE AND ORGANIZATIONAL DEVELOPMENT

1. **Equal Opportunity and Diversity:** Promote and enforce equal employment opportunity and affirmative action. Attract and retain a diverse and qualified work force. Manage workplace diversity by fostering respect for and valuing of diversity.
2. **Employee and Organizational Development:** Promote education, growth and advancement of employees through career planning, training opportunities and other resources. Continue internal rethinking strategies to promote organizational development, continuous improvement, and appropriate responses to budget challenges and program changes.
3. **Safety and Security:** Maintain safety and security at all SCHA housing and work sites for residents, staff and the public. Promote non-violence in all aspects of the SCHA's work. Continue making physical improvements to properties that enhance safety and security.

RESPECTED AND RESPONSIVE COMMUNITY PARTNER

1. **Fair Housing:** Work cooperatively with community representatives and other units of government to ensure non-discrimination in SCHA programs and to affirmatively further fair housing objectives. Promote the value of diversity and respect for differences.
2. **Linking Residents to Community Services:** Promote links to community services through SCHA Community Centers and at other sites to meet the changing needs of SCHA residents, focusing on programs and services that enrich residents' lives, promote independence, increase community involvement and support successful tenancies in public housing. Continue and promote transitional housing and other assisted living programs.
3. **Housing Preservation and Development:** Work with other agencies and organizations to preserve, develop, and/or manage affordable housing and other cooperative and entrepreneurial efforts. Seek out opportunities to produce additional affordable housing with federal resources (such as Replacement Vouchers) and/or other methods.
4. **Leadership Responsibilities:** Continue to advocate for full funding and program reform, including additional reform to HUD's "Asset Management" guidance. Continue to provide assistance to other housing authorities and organizations seeking organizational development, business systems, or program support.

13. Violence Against Women Act (VAWA). A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to ensure victim safety in assisted families. SCHA provides applicants the VAWA brochure at pre-application and tenants at each annual re-certification in addition to the Lease Addendum that the tenant and landlord are required to sign (OMB Approval No. 2502-0204). In addition, SCHA works in cooperation with the following agencies:

Schuylkill Women in Crisis

The Schuylkill Women in Crisis a private, non-profit organization to provide services to victims of domestic violence in Schuylkill County.

In addition to assisting victims, this agency is working to confront the societal issues that contribute to this problem. The agency provides services to all individuals regardless of gender, especially women and children who are most vulnerable to this problem. These services include, but are not limited to:

- Counseling for individuals and groups related to domestic violence for adults and children.
- Emergency shelter to victims of domestic violence and their children.
- Transitional housing to assist women in becoming socially and economically independent.
- Legal representations, systems advocacy, and courtroom accompaniment for victims of domestic violence.
- 24-hour crisis hotline.
- Community education and prevention presentations.
- Systems advocacy with local policy makers to improve system response to victims.

Schuylkill County Children and Youth Services

SCHA works with the County Children and Youth Services Office to provide the necessary services to help preserve the family unit. The agency will provide temporary, alternative living arrangements for children when necessary, while providing services directed at reunification of troubled families. The Agency's primary concern while providing all services is the safety and well being of the child.

The Children and Youth Agency provides service to children and families. The Agency offers both In-Home and Placement services.

IN-HOME SERVICES: Service Planning, General Protective Services (Child Abuse), Day Treatment (Operation Plus Program), Homemaker Services, (Individual, Family and Group), Therapeutic Intervention for Families (TIF) and Independent Living Services.

PLACEMENT SERVICES: Foster Care (Specialized and Traditional), Group Home Services (Cloud Home), Contracted Services (Foster, Group and Facility), Adoption Services, Emergency Shelter Services.

Victim-Witness Services, Schuylkill County District Attorney's Office

The Housing Authority also works in partnership with Schuylkill County District Attorney's Office, Victim-Witness Services that offers information on Victims' Rights and Services in the Criminal Justice System and in the Community.

The Schuylkill County Victim/Witness Assistance Program provides services to all victims and witnesses of crime who request such, in accordance and compliance with the Pennsylvania Crime Victims "Bill of Rights," Act 111 of 1998 and the Standards set forth by the Pennsylvania Commission on Crime and Delinquency. The Victim/Witness Assistance Program's goal is to treat all victims and witnesses with respect and dignity and to encourage and support their participation in the criminal justice system to the level and extent they choose however possible.

EXCEPTION TO LEASE TERMINATION RELATING TO VIOLENCE AGAINST WOMEN:

In accordance with the Violence Against Women Act of 2005, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be a cause for termination of the tenancy or occupancy rights, if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

SCHA may bifurcate a lease in order to evict, remove, or terminate assistance to any individual who is tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

Nothing in this section may be construed to limit the authority of SCHA, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

Nor does this section limit any otherwise available authority of SCHA:

- to evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or member of the tenant's household, provided that SCHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate; or
- to limit the authority of a public housing agency to terminate the tenancy of any tenant if SCHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated; and

- nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

CERTIFICATION: SCHA may request that an individual certify via a HUD approved certification form, the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. Such certification shall include the name of the perpetrator. The individual shall provide such certification within 14 business days after SCHA requests such certification.

FAILURE TO PROVIDE CERTIFICATION.—If the individual does not provide the certification within 14 business days after SCHA has requested such certification in writing, nothing in this subsection may be construed to limit the authority of SCHA to evict any tenant or lawful occupant that commits violations of a lease. The Housing Authority may extend the 14-day deadline at its discretion. SCHA may provide, at its discretion, benefits to an individual based solely on the individual’s statement or other corroborating evidence.

CONTENTS OF THE CERTIFICATION: An individual may satisfy the certification requirement by:

1. providing the requesting public housing agency with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; and
2. producing a Federal, State, or local police or court record.

CONFIDENTIALITY: All information provided to SCHA pursuant to paragraph (1), including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by SCHA, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is—

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

NOTIFICATION.—SCHA will provide notice to tenants assisted under section 6 of the United States Housing Act of 1937 of their rights under the Violence Against Women’s Act, including their right to confidentiality and the limits thereof.

14. EIV Security Policy

Introduction:

On December 29, 2009, HUD issued the final rule entitled *Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs: Implementation of the Enterprise Income Verification (EIV) System-Amendments*, which requires Public Housing Authorities (PHAs) to use the EIV

system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income; and reduce administrative and subsidy payment errors in accordance with 24 CFR §5.236 and administrative guidance issued by HUD.

Using EIV as an upfront income verification (UIV) technique will be valuable in validating tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements. Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers by ensuring that the level of benefits provided on behalf of families is proper and will prevent fraud and abuse within Public and Indian Housing (PIH) rental assistance programs.

Purpose:

The purpose of this policy is to provide instruction and information to the Schuylkill County Housing Authority's (SCHA) staff, auditors, consultants, contractors and tenants on the acceptable use, disposition and storage of data obtained through EIV (Enterprise Income Verification System).

The purpose of EIV is to assist the HUD, and the SCHA staff, auditors, consultants, contractors and tenants in streamlining the income verification process and to help in minimizing the need for 3rd party verification. EIV allows the user to identify:

- a. tenants whose reported personal identifiers do not match the SSA database;
- b. tenants who need to disclose a SSN;
- c. tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- d. tenants who may not have reported complete and accurate income information;
- e. tenants who have started a new job;
- f. tenants who may be receiving duplicate rental assistance;
- g. tenants who are deceased and possibly continuing to receive rental assistance;
- h. former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

In addition, information in EIV can be used to provide more comprehensive oversight to compliance policies and their implementation. The data provided via EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of federal laws and regulations, government bulletins, and other guiding documents.

Safeguarding EIV Data

The information processed by any EIV system can include wage and income data about private individuals, as well as identifying information such as Social Security Number, Address, and Employment information. This policy describes methods to comply with HUD's required EIV safeguards.

Technical safeguards

1. Reduce the risk of a security violation related to the EIV system's software, network, or applications.
2. Identify and authenticate all users seeking to use the EIV system data.
3. Deter and detect attempts to access the system without authorization.
4. Monitor the user activity on the EIV system.

Administrative safeguards

1. Ensure that access rights, roles, and responsibilities are appropriately and adequately assigned.
2. Protect copies of sensitive data and destroy system-related records to prevent reconstruction of the contents.
3. Ensure authorized release of tenant information consent forms are included in all family files, before accessing and using data.
4. Maintain, communicate, and enforce standard operating procedures related to securing EIV data.
5. Train staff on security measures and awareness, preventing the unauthorized accessibility and use of data.

Physical safeguards

1. Establish barriers between unauthorized persons and documents or computer media containing private data.
2. Clearly identify restricted areas by use of prominently posted signs or other indicators.
3. Develop a list of authorized users who can access restricted areas-e.g., contractors, maintenance, and janitorial/cleaning staff.
4. Prevent undetected entry into protected areas and/or documents.
5. Notify Coordinators/Security Administrators of system breaches and penetration by unauthorized users.

Le-Ann Techentine will have the responsibility of ensuring compliance with the security policies and procedures outlined in this document. These responsibilities include:

- Maintaining and enforcing the security procedures
- Keeping records and monitoring security issues
- Communicating security information and requirements to appropriate personnel including coordinating and conducting security awareness training sessions
- Conducting review of all User ID's issued to determine if the users still have a valid need to access EIV data and taking necessary steps to ensure that access rights are revoked or modified as appropriate
- Reporting any evidence of unauthorized access or known security breaches to **Le-Ann Techentine** and taking immediate action to address the impact of the breach including but not limited to prompt notification to **Le-Ann Techentine**. **Le-Ann Techentine** will escalate the incident by reporting to appropriate parties including the Executive Director or HUD.

Limiting Access to EIV Data

User accounts for the EIV system will be provided on a need-to-know basis, with appropriate approval and authorization.

Security Awareness Training

Security awareness training is a crucial aspect of ensuring the security of the EIV System and data. Users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation. Before granting access to the EIV information, each person must be trained in EIV Security policies and procedures. Additionally, all employees having access to EIV Data will be briefed at least annually on the security policy and procedures that require their awareness and compliance. Information about user access and training will be maintained in the property EIV file.

EIV System Coordinators

Before accessing EIV, the Secure Systems Coordinators will obtain a letter from each property Housing Authority indicating that the Housing Authority gives permission for the Secure Systems Coordinator to act as the EIV coordinator. Once that permission is obtained, the Coordinator will review the EIV training material provided by HUD and complete the appropriate Security Awareness Training Questionnaire and review the EIV Security Policy and the EIV User Policy. Upon completion of these three tasks, the EIV Coordinator will submit, to HUD, the appropriate Coordinator Access Authorization Forms. Upon receipt of HUD approval, the EIV Coordinator will complete the EIV Coordinator setup process.

EIV Users

Before requesting EIV User access, appropriate staff will review the EIV training material provided by HUD and complete the appropriate Security Awareness Training Questionnaire and review the EIV Security Policy and the EIV User Policy. Upon completion of these three tasks, the EIV User will submit, to the EIV Coordinator, the appropriate User Access Authorization Form. Upon receipt the EIV Coordinator will review the completed Security Awareness Training Questionnaire for accuracy and recommend further training if necessary. If the EIV Coordinator feels that the EIV User candidate does not understand the security requirements, the EIV Coordinator will not continue with the EIV setup for that user.

Note: Under no circumstances will the EIV Coordinator process the User Access Authorization Form unless the executed Security Awareness Training Questionnaire, the signed EIV Security Policy and the signed EIV User Policy are attached.

Once the user request information is satisfactorily completed, the EIV Coordinator will complete the appropriate steps to provide EIV access to the user. In accordance with HUD requirements, the user's need for access will be reviewed on a quarterly basis.

At least once a year, staff with EIV access will be required to:

- Participate in training that includes a review of the EIV security policy and
- Complete the EIV Security Awareness Training Questionnaire

Schuylkill County Housing Authority will restrict access to EIV data only to persons whose duties or responsibilities require access. EIV Coordinators will be required to request re-certification on an annual basis. EIV Coordinators are authorized to provide access only to those individuals directly involved in the resident certification process and/or compliance monitoring. EIV Coordinators will carefully review initial and quarterly requests for access and certify only those users who will need access within the next 90 days.

Schuylkill County Housing Authority will maintain a record of users who have approved access to EIV data. Further, **Schuylkill County Housing Authority** will revoke (Expire) the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.

Schuylkill County Housing Authority will assure that a copy of Form-9886 has been signed by each member of the household age 18 years or older. The 9886 will be presented at move-in and/or initial certification. If a household member turns 18 in the middle of a certification cycle, that household member should sign Form 9886 **within 7 days of turning 18**. (See HUD 9886 Fact Sheet for exceptions due to extenuating circumstances) All HUD-9886's will be placed in a resident file and will be updated on an annual basis for each adult household member.

The HUD 9886 Fact Sheet will be provided to all adult household members required to sign the form. By signing this HUD Form 9886, the applicant/resident authorizes HUD and/or Schuylkill County Housing Authority to obtain and verify income and unemployment compensation information from various sources including. But not limited to the IRS, the Department of Health and Human Services and the Social Security Administration, current and former employers and state agencies.

User Names, Passwords and Password Changes

Many systems require frequent changes in passwords. Secure Systems/ EIV passwords will be changed in accordance with HUD Secure Systems requirements. Users will not share user names or passwords with any other employee or with anyone outside the organization. EIV access granted to an employee or authorized user will be revoked when access is no longer required or prior to termination of that employee or user to ensure data safety. Termination of EIV Access and un-assigning property access through "Property Assignment Maintenance" is required.

The EIV file will be documented to indicate when user access was terminated by the EIV Coordinator. Documentation of termination will be maintained in the property EIV file and in the employee's personnel file.

Computer System Security Requirements

All computer systems and computers will have password restricted access. Schuylkill County Housing Authority will also use Antivirus software to limit data destruction or unintended transmission via virus, worms, Trojan horses or other malicious means. Remote access by other computers other than those specifically authorized is prohibited.

Authorized users of EIV data are directed to avoid leaving EIV data displayed on their computer screens where unauthorized users may view it. A computer will not be left unattended while the user is

“logged in” to Secure Systems. If an authorized user is viewing EIV data and an unauthorized user approaches the work area, the authorized user will lessen the chance of inadvertent disclosure of EIV data by minimizing or closing out the screen on which the EIV data is being displayed.

Physical Security Requirements

Schuylkill County Housing Authority may use a combination of methods to provide physical security for resident file records. The EIV data may be maintained **in a locked metal file cabinet within a locked file room.**

Restricted Areas: **Schuylkill County Housing Authority** will have the areas clearly identified by the use of prominently posted signs or other indicators. For example “Employees Only”. This sign will be posted on the door to the locked file room. The restricted areas will be separated from non-restricted areas by physical barriers that control access and/or will have limited points of entry.

Since the EIV data in resident files is maintained in the locked file room, **Le-Ann Techentine** will establish and maintain a key control log to track the inventory of keys available, the number of keys issued and to whom the keys are issued. All employees and contractors who have been issued keys to the file room will complete a form acknowledging the receipt of the key. See Appendix A.

Users will retrieve computer printouts as soon as they are generated so that EIV data is not left unattended in printers or fax machines where unauthorized users may access them. EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel.

Use and Handling of EIV Data

EIV Data serves two purposes:

1. Verification of specific income information provided by the resident
2. Monitoring resident and staff compliance

Use of the data is described in the EIV User Policies. This policy is designed to describe the security protocol used to protect EIV data.

EIV Printouts

Reports available through EIV will not be printed to a shared printer unless the EIV user plans to immediately retrieve the data. It is preferred that all EIV printouts are sent to the user’s personal printer. EIV printouts will be stored in the resident file in a separate manila envelope. The Documentation of EIV Data will be included in the resident file. This entire file will be made available to authorized people including appropriate staff or contractors (i.e. Service Bureaus, contractors performing file reviews, etc.) for Schuylkill County Housing Authority, HUD staff, Contract Administration staff and the Office of the Inspector General.

If other people are tasked with reviewing the file, such as financial auditors complying with the Consolidated Audit Guide (Handbook IG 2000.04), the EIV printout in the manila folder including the EIV

printout will be removed from the file and the Documentation of EIV Data will remain in the file to provide appropriate information required by the file audit.

If a resident requests a copy of their own EIV printout, a copy will be produced. The staff person providing the copy will note that the printout is a copy provided to the resident upon request. This note will include the following:

- This is not an original, this is a copy provided to: _____
- On _____, 20__
- By _____ (name will be printed)
- Initials _____

The appropriate staff will make a note in the file any time a copy of the EIV data is obtained by authorized persons and taken off site. This includes copies provided to the applicant/resident, other internal staff, HUD, SCHA or OIG staff. Under no circumstances will the EIV information be provided to anyone other than those noted in this paragraph.

Other Language

Since site staff may not have access to the EIV database, Le-Ann Techentine is responsible for providing income verification and discrepancy information to the site. Information must be sent in such a way as to ensure the security of the data. Preferably, information will be sent electronically via email or via electronic fax. The email will be opened by the appropriate staff person, the information will be printed and the email will be immediately deleted from the recipient's email box.

If necessary, printouts will be produced by Le-Ann Techentine and sent express mail. In this case the recipient will be required to sign for the package to ensure that the information is delivered and there is no risk of disclosure to unauthorized persons.

Immediately upon receipt, the printouts will be filed and secured as appropriate.

Electronic Information from EIV

Under no circumstances should anyone save or scan EIV information to retain an electronic copy. In order to ensure compliance with HUD's security requirements, EIV information should only be produced in hard copy and maintained in accordance with the recordkeeping requirements outlined by HUD.

Alternative

In some cases, there may be a need to send or store EIV information electronically. If there is need to store the information on a hard drive, a specific folder will be created. The folder will be password protected to prevent unauthorized access. Information in the folder will be purged periodically to comply with HUD's EIV file retention policies.

If EIV information is copied to portable media (CD, DVD, tape, etc.) that portable media will be destroyed appropriately upon completion of the intended use.

Reporting Improper Disclosures

Recognition, reporting, and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system. These security violations may include the disclosure of private data as well as attempts to access unauthorized data and sharing of User ID's and passwords. Upon the discovery of a possible improper disclosure of EIV information or other security violation by an employee or any other person, the individual making the observation or receiving the information will contact the EIV Coordinator and **Le-Ann Techentine** who will document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred. The EIV Coordinator will immediately review the report of improper disclosure and, if appropriate, the EIV Coordinator will remove EIV access.

Improper disclosure of any information is grounds for immediate termination. All employees should carefully review the EIV Access Authorization Form to understand the penalties for improper disclosure of EIV data.

Disposal of EIV Information

EIV data will be destroyed in a timely manner based on the information provided in HUD's published EIV training materials, HUD notices or as prescribed by Schuylkill County Housing Authority's policy and procedures. Schuylkill County Housing Authority's policy and procedures will not allow data retention that is longer than the time allowed in the published HUD materials.

As necessary, **all EIV originals will be shredded**. Information about use of EIV information and how printouts were destroyed will be maintained in the resident file.

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I have read and understand the EIV Security Requirements. I agree to abide by this policy and to report any improper disclosure of information.

Name (please print)

Signature

____/____/____
Date

CC: Personnel File
 Property EIV File

Note regarding properties with Tax Credit or 515 "layering": Neither the EIV Printout nor the Documentation of EIV Data will be provided to any Tax Credit or 515 Auditor since EIV may not be used to verify information for residents participating in those programs. Alternative verification documents must be used to verify income for Tax Credits or 515 programs. For Social Security and Medicare information, the resident file must include an SSA Benefit/Award letter. For employment income and unemployment income, the resident file should contain verification documents as provided in HUD Handbook 4350.3 Revision 1, Appendix 3.

II. PHA Plan Posting

The SCHA 2012 Annual Plan may be obtained by the public including updates, at each Asset Management Project (AMP) and main office of the Authority at 245 Parkway, Schuylkill Haven, Pennsylvania. SCHA has also provided each Commissioner and Advisory Council member with a copy of its 2012 Annual Plan and Five-Year Plan.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(d) *Homeownership: The Housing Authority has included a procedure in its Administrative Plan to administer a Homeownership Program utilizing its Housing Choice Vouchers if there is a determination of need.*

(e) **Project-based Vouchers.** The Housing Authority wishes to use the project-based voucher program, on an as needed basis not to exceed the HUD limitations, throughout Schuylkill County in accordance with the Section 8 Housing Voucher Administrative Plan as adopted December 20, 2007.

9.0 Housing Needs

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.

Housing Problems Output for -All Households					
Name of Jurisdiction:			Source of Data:		
Schuylkill County, Pennsylvania			CHAS Data Book		
Household by Type, Income, & Housing Problem	Renters				
	Elderly	Small Related	Large Related	All	Total
	1 & 2 member	(2 to 4)	(5 or more)	Other	Renters
	households			Households	
	(A)	(B)	(C)	(D)	(E)
1. Household Income <=50% MFI	2,567	1,416	240	1,560	5,783
2. Household Income <=30% MFI	1,038	808	112	893	2,851
3. % with any housing problems	54.2	69.1	73.2	47.4	57
4. % Cost Burden >30%	53.9	68.6	69.6	45.8	56.1
5. % Cost Burden >50%	31.2	52.6	57.1	30.8	38.2
6. Household Income >30% to <=50% MFI	1,529	608	128	667	2,932
7. % with any housing problems	44.1	58.1	33.6	61	50.4
8. % Cost Burden >30%	42.8	57.4	30.5	60.4	49.3
9. % Cost Burden >50%	8.2	10.5	0	11.8	9.1
10. Household Income >50 to <=80% MFI	883	944	224	863	2,914
11. % with any housing problems	12.8	16.8	35.7	18.3	17.5
12. % Cost Burden >30%	12.3	16.4	6.7	16	14.3
13. % Cost Burden >50%	1.6	0	0	2.8	1.3
14. Household Income >80% MFI	628	2,068	284	1,699	4,679
15. % with any housing problems	2.9	2.3	24.3	2.6	3.8
16. % Cost Burden >30%	0.6	0.7	1.4	0.2	0.6
17. % Cost Burden >50%	0	0	0	0.2	0.1
18. Total Households	4,078	4,428	748	4,122	13,376
19. % with any housing problems	33.5	25.2	36.6	25	28.3
20. % Cost Burden >30	32.5	24.2	18.2	23.1	26.1
21. % Cost Burden >50	11.4	11	8.6	9.3	10.5

Sources for information: Northeast Region of State Plan; Comprehensive Housing Affordability Strategy (CHAS); and the American Housing Survey Data

Housing Needs of Families on the Public Housing Waiting Lists

The following table represents the characteristics of the families on the Public Housing Waiting List for Schuylkill County:

Housing Needs of Families on the Waiting List Public Housing			
	# of families	% of total families	Annual Turnover
Waiting list total	318		122
Extremely low income <=30% AMI	238	75%	
Very low income (>30% but <=50% AMI)	60	19%	
Low income (>50% but <80% AMI)	20	6%	
Families with children	95	30%	
Elderly families	61	19%	
Families with Disabilities	109	34%	
Nondisabled, nonelderly, no children	89	28%	
White – Non-Hispanic	273	86%	
White – Hispanic	29	9%	
Black – Non-Hispanic	15	5%	
Black – Hispanic	1	<1%	
Characteristics by Bedroom Size (Public Housing Only)			
0 BR	39	11%	37
1BR	162	46%	24
2 BR	83	24%	23
3 BR	60	17%	36
4 BR	9	2%	2
5 BR	0	0	0
5+ BR	0	0	0

The following is the revised Lease for the Public Housing program, which was made available to the residents and public for review and comment as a part of the Agency Plan Process prior to adoption by the Housing Authority Board on December 8, 2011:

**Part I of the Residential Lease Agreement: Terms and Conditions
Schuylkill County Housing Authority**

THIS LEASE AGREEMENT (called the “Lease,” which includes Parts I and II) is between the Schuylkill

County Housing Authority, (called "SCHA" or the "Authority") and Tenant named in Part II of this lease (called "Tenant"). [966.4 (a)]

I. DESCRIPTION OF THE PARTIES AND PREMISES: [966.4 (a)]

- A. SCHA, using data provided by Tenant about income, household composition, and needs, leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. [966.4 (a)]
- B. Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease. SCHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to SCHA's policy on such activities. [966.4 (d)(1&2)]
- C. Any additions to the household members named on the lease, including live-in aides and foster children, except for natural births, adoptions, and court awarded custody require the advance written approval of the Authority. Such approval will be granted only if the new household members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add live-in aides and foster children shall not be unreasonably refused. [966.4(a)(2)&(d)(3)(l)] Income for Live-in Aids would not be counted in determining family income. Live-in Aids would not be eligible to become a remaining family member for continued occupancy. Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which the Authority may terminate the lease in accordance with Section IX. [966.4 (f)(3)]
- D. Deletions (for any reason) from the household members named on the Lease shall be reported by Tenant to SCHA in writing, within ten (10) days of the occurrence. [966.4(c)(1)&(2) & (f)(3)]

II. LEASE TERM AND AMOUNT OF RENT:

- A. The rent amount is stated in Part II of this Lease, for any initial partial month and successive full months.
- B. Unless otherwise modified or terminated in accordance with Section VII, or terminated in accordance with Section XIV, or terminated for noncompliance of community service requirement, this Lease shall automatically be renewed for successive terms of one (1) year. [966.4(a)(1)]
- C. Rent stated in Part II of this Lease shall remain in effect unless adjusted by SCHA in accordance with Section VII herein. [966.4 (c)]
- D. The amount of the Total Tenant Payment and Tenant Rent shall be determined by SCHA in compliance with HUD regulations and requirements and in accordance with SCHA's Admissions and Occupancy Policy. [966.4(c)]
- E. Rent is **DUE** and **PAYABLE** in advance on the **first** (1st) day of each month and shall be considered delinquent after the **second** (2nd) calendar day of the month. Tenant agrees to pay a late charge of \$10.00 assessed on the 10th day of the month if Tenant does not pay rent on or before the 9th of the month. Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. [966.4(e)(1)&(3)] Payments made are applied: first, to any current rent and/or charge

balance. When SCHA makes any change in the amount of Total Tenant Payment or Tenant Rent, SCHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent re-determinations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by SCHA. If Tenant asks for an explanation, SCHA shall respond in a reasonable time. [966.4(c)(4)]

III. OTHER CHARGES:

- A. In addition to rent, Tenant is responsible for the payment of certain other charges specified in the Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include: [966.4(b)(2)]
- 1. Late Payment Charges:** As described in Paragraph II E above.
 - 2. Maintenance Charges:** The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas, buildings or grounds beyond normal wear and tear, caused by Tenant, household members or guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Charges to Resident posted by the Authority or (for work not listed on the Schedule of Charges to Residents) based on the actual cost of the Authority for the labor and materials needed to complete the work. [966.4(b)(2)]
 - 3. Excess Utility Charges:** At developments where utilities are provided by SCHA, a charge shall be assessed for excess utility consumption (as described in Section VI of this Lease). This charge does not apply to Tenants who pay their utilities directly to a utility supplier. [966.4(b)(2)]
 - 4. Utility charges for major appliances,** in accordance with Schedule of Charges to Residents as posted in the management office
 - 5. Charge for checks returned** for non-sufficient funds or drawn on closed accounts (\$20.00 charge per incident). Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.
 - 6. Collection of other Charges:** Attorney, Court and Eviction Cost – Resident will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the SCHA incurs costs and attorney fees in connection with legal proceedings in which the resident does not prevail in the court action. In event of an eviction, the Resident gives the SCHA permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by law and agrees that the Resident will be responsible for the actual costs for removing any personal property from the unit, and any other costs directly associated with the eviction. Upon any such charges becoming **DUE AND PAYABLE** as aforesaid, such charges shall be **COLLECTIBLE** the same as rent in any proceeding before any court.
 - 7. Service Fee:** A charge in accordance with the Schedule of Charges to Residents, as posted in the management office or the actual costs will be assessed when resident fails to maintain certain cleanliness standards within the dwelling unit, or on the grounds (i.e. trash and garbage cleanup).

8. Disinfestation Fee: Tenant agrees to pay for all charges for disinfestation over and above the exterminating services normally provided under contract, when such infestation is caused by or originates in Tenant's dwelling unit. The decision of the exterminating company, as to the origin and cause of the infestation, shall be final and binding on the Tenant.

B. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due first day of the second month after charges are incurred.

IV. PAYMENT LOCATIONS:

A. Rent and other charges are payable by check or money order only. Payments may be paid at any Management office or at 245 Parkway, Schuylkill Haven, Pennsylvania 17972 by mail or by the Tenant. If a reasonable accommodation on where to pay rent is needed, other arrangements shall be made.

B. Prepayments of rent will be accepted at any Management Office.

V. SECURITY DEPOSIT.

A. **Tenant Responsibilities:** Tenant agrees to pay an amount equal to \$50.00 plus the current cost for keys. The dollar amount of the Security Deposit is noted on Part II of this Residential Lease. [966.4(b)(5)] Tenant understands that unpaid balances of security deposits shall be collectible the same as rent or other charges, including proceedings before any court.

B. **SCHA's Responsibilities:** The Authority will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant.
2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
3. To pay the cost for the replacement of the lock(s) if all assigned keys are not returned.

C. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until after Tenant has vacated, and the dwelling unit has been inspected by the Manager or designee on behalf of SCHA.

D. The return of a Security Deposit shall occur within thirty (30) days after Tenant moves out. The Authority agrees to return the Security Deposit (after the Tenant vacates), less any deductions for costs indicated, so long as Tenant furnishes Authority with a forwarding address in writing. If any deductions are made, the Authority will furnish Tenant with a written statement of costs for damages and/or other charges deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES [966.4(B)(1)]

A. **SCHA Supplied Utilities:** If indicated by an "X" on Part II, the Authority will supply the indicated utility. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control. The Authority will provide a range and

refrigerator. Other major electrical appliances (such as air conditioners, freezers, extra refrigerators, washer, dryers, TV, etc.) may be installed and operated only with the written approval of the Authority. A monthly service charge may be payable by Tenant for the electricity used in the operation of such appliances, as shown on the Schedule posted at the Development Office. [966.4(b)(2)]

- B. Tenant-Paid Utilities:** If Tenant resides in a development where the Authority does not supply electricity and/or natural gas, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, the Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the Authority will pay a Utility Reimbursement to the Tenant and the utility supplier of the Tenant's choice each month. [913.102] SCHA may change the Allowance at any time during the term of the lease, and shall give Tenant sixty (60) days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. [965.473(c)] If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the **ACTUAL** bill to the supplier or to the SCHA. If Tenant's actual utility bill is **LESS** than the Allowance for Utilities, Tenant shall receive the benefit of such saving.
- C. Tenant Responsibilities:** Tenant agrees to pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of such utility. The Tenant agrees to authorize the utility company or companies to provide the Authority with Third Party Notification of disconnection of utility service. Tenant agrees not to misuse the utilities provided by the Authority and to comply with any applicable law, regulation, or guideline of any government body regulating utilities or fuels. [966.4(f)(8)] The use of space heaters is prohibited.

VII TERMS AND CONDITIONS:

The following terms and conditions of occupancy are made a part of this Lease:

- A. Use and Occupancy :** Tenant shall use and occupy the premises exclusively as a private dwelling for Tenant and his/her family and for no other purpose and only during such time as Tenant may be eligible; however, with the prior written consent of the Authority, members of the household may engage in legal profit making activities in the dwelling unit. [966.4 (d) (1) & (2)]. Tenant shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders/lodgers, whether paying or not, without the written consent of the Authority. This provision does not include reasonable accommodation to Tenant's guest or visitors. **VISITORS MAY STAY UP TO FOURTEEN (14) DAYS PER YEAR PER VISITOR. THIS FOURTEEN (14) DAY PERIOD IS CALCULATED AS THREE HUNDRED THIRTY SIX (336) TOTAL HOURS DURING ANY CONTINUOUS TWELVE (12) MONTH PERIOD REGARDLESS OF THE TERM OF THE LEASE. TENANT ASSURES HE/SHE DOES NOT PROVIDE ACCOMODATIONS IN EXCESS OF THE THREE HUNDRED THIRTY SIX (336) TOTAL HOUR LIMIT. IF ANY VISIT REQUIRES EXTENSION BEYOND TWO (2) WEEKS, THE RESIDENT MUST NOTIFY THE SCHA, STATING THE REASONS FOR THE REQUESTED EXTENDED VISIT, AND OBTAIN APPROVAL IN WRITING FROM THE SCHA. TENANT IS NOT PERMITTED TO ALLOW A FORMER TENANT OF THE HOUSING AUTHORITY WHO HAS BEEN EVICTED TO OCCUPY THE UNIT FOR ANY PERIOD OF TIME.**

- B. Ability to comply with Lease terms:** If, during the term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and the SCHA cannot make any reasonable accommodation that would enable Tenant to comply with the lease **THEN**; the Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and terminate Tenant's lease. If there are no family members who can or will take responsibility for moving Tenant, the SCHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3] At the time of admission, all Tenants must identify the family members(s) to be contacted if they become unable to comply with lease terms.
- C Redetermination of Rent, Dwelling Size, and Eligibility. The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below:**
1. The status of each household is to be recertified at least once a year. [960.209] At initial certification and at each subsequent annual reexamination, the Tenant may change the choice of rent calculation method to either income-based rent or a flat rent.
 2. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the time of the review appointment the Resident may elect to change his or her rent choice option. Families who have chosen the flat rent option may request a reexamination and change to the formula based method at any time if the family's income has decreased, or their on-going expenses for such purpose as child care, medical care or any other circumstances have changed that create a hardship for the family that would be alleviated by a change.
 3. At Annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable
 4. Tenant promises to supply the Authority, when requested, accurate information about: household composition, age of household members, income and source of income of all household members, assets, the need for Reasonable Accommodations, and related information necessary to determine eligibility, annual income, adjusted income, and rent. At the time of the annual review, the Authority shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to EMPLOYMENT shall be excluded during the twelve month period following hire for member who was previously unemployed for one (1) or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months. [966.4 (c)(2)] Failure to supply information when requested may result in an automatic increase in the Tenant's rent to an amount equal to the Fair Market Rent designated by HUD for the Authority's jurisdiction for the appropriated size unit or termination of lease. All information must be verified. Tenant agrees to comply with Authority requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. [966.4(c)(2)] The SCHA shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Occupancy Policy, posted in the

Development Office. A copy of the policies can be furnished upon request (at the expense of the person making the request).

5.

Rent will not change during the period between regular recertification, UNLESS during such period: [960.209(b)]

- a. A person with income joins or leaves the household.
- b. Tenant can verify a change in his/her circumstances (such as an increase or decrease of income, income allowance or family composition) that would justify a reduction in rent. [913.107] When a reduction is granted, Tenant must report **subsequent increases** in income within ten (10) days of the occurrence, until the next scheduled recertification. **(Failure to report within the ten (10) days may result in a retroactive rent charge and is considered a serious Lease violation.)** It is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, the Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- c. Rent formulas or procedures are changed by Federal law and regulation.
- d. New source of family income resulting in an increase of income of \$3,500 or more.

6. **TENANT AGREES TO REPORT AND SUBMIT TO MANAGEMENT OFFICE A SIGNED STATEMENT REGARDING ANY AND ALL CHANGES IN FAMILY COMPOSITION OR INCOME WITHIN TEN (10) DAYS OF SUCH CHANGE. FAILURE TO REPORT WITHIN THE 10 DAYS MAY RESULT IN A RETROACTIVE RENT CHARGE [966.4 (c (2))]**

- a. The obligation of Tenant and Tenant's family to report such change is deemed a material term and condition of this Lease. Changes must be reported on the form provided by SCHA, copies of which are available at the Development Office. Tenant further agrees to execute any and all necessary forms (interim), releases or authorizations to be used by the Authority in obtaining verifications from all sources of income, assets, expenses, or other data as required by applicable HUD rules.

- D. Rent Adjustments:** Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.
 2. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.

3. Interim increases in rent due to a change in income shall only be implemented when total annual gross income increases Three Thousand Five Hundred Dollars (\$3,500) or more, except:
 - a. if a new member is added to the lease, an adjustment will be made regardless of the amount of income;
 - b. if a tenant paying a minimum rent (\$50) obtains income from any source, an adjustment will be made regardless of the amount of income.
4. In the case of a rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the change occurred.
5. Rent will not be adjusted for decrease in income caused by the Tenant's willful non-compliance of an Agreement of Mutual Responsibility (AMR), failure to participate in economic self-sufficiency program, failure to comply with a welfare work activities program, welfare fraud, or for other income decreases caused by Tenant's own willful actions.

E. Transfers [966.4(c)(3)]

1. Tenant agrees that if the Authority determines the size or design of the dwelling unit is no longer appropriate to Tenant's needs, the SCHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit.
2. The Authority may move a Tenant into another unit if it is determined necessary during rehabilitation of any Tenant's unit.
3. If Tenant makes a written request for special unit features in support of a documented disability or handicap, the SCHA shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A tenant without disabilities or handicaps who is housed in a unit with special features must transfer to a unit without such features should a tenant with disabilities need the unit.
5. In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 15 days time in which to move, following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the lease. [966.4 (c)(3)] Costs associated with involuntary transfers may be paid by the Authority. Involuntary transfers are subject to the grievance procedure, and no such transfers may be made either before the time to request a grievance has expired or the procedure has expired or the procedure has been completed. [966.4 (c)(4)]
6. Tenants may request transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policy.

VIII. THE AUTHORITY'S OBLIGATIONS: [966.4(e)]

- A. The SCHA shall be obligated to:

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1. Maintain the dwelling unit and the site in decent, safe and sanitary condition [966.4(e)(1)]
2. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [966.4(e)(2)]
3. Make necessary repairs to dwelling unit [966.4(e)(3)]
4. Provide reasonable care and perform interim testing of smoke detectors to ensure that they are in working order.
5. Provide for a pest control program which shall include applications of pest control substance by the SCHA or the SCHA's agent as needed.
6. Keep Site buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition [966.4(e)(4)]
7. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the authority. [966.4(e)(5)]
8. Provide and maintain appropriate receptacles and facilities (except container for the exclusive indoor use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by tenant as required by this Lease [966.4(e)(6)]
9. Supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat, electricity or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection. [966.4(e)(7)]
10. Provide one vehicle parking stall for each dwelling unit in a family project; said stalls shall be designated by the Authority
11. Provide vehicle parking stalls at high rise projects, as space allows, to be used by tenants on a first-come-first-served basis.
12. Notify Tenant of the specific grounds for any proposed adverse action by the SCHA (such adverse action includes, but is not limited to, a proposed lease termination, transfer of tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the SCHA grievance procedure for a grievance concerning a proposed adverse action:
 - a. The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with [966.4(1)(3)] shall constitute adequate notice of proposed adverse action.
 - b. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. [966.4(e)(8)]
13. The Authority will remove, by towing or otherwise, at owners' expense, all unauthorized vehicles as defined in IX, A. paragraph 22 parked on the project site.

IX TENANTS OBLIGATIONS:

A. TENANT SHALL BE OBLIGATED:

1. Not to assign this Lease, sublet or transfer possession of the premises [966.4 (f) (1)]
2. Not to give accommodation to long-term guests (in excess of 48 hours) boarders/lodgers, without the advance written consent of the Authority.
3. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the lease, and not to use or permit its use for any other purpose [966.4 (f) (3)]. This provision does not exclude the care of foster children or live-in care of a member of Tenant family, provided the accommodation of such person conforms to the Authority's occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. [966.4 (d) (3) (i)]
4. Abide by necessary and reasonable regulations set by the Authority for the benefit and well being of the housing site and tenants. These regulations are posted in a conspicuous manner at the site office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease [966.4(f)(4)]
5. Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of tenant and household. [966.4(f)(5)]
6. Keep the dwelling unit and other such areas as may be assigned to tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes keeping front and rear entrances and walkways for the exclusive use of tenant, free from snow, ice, and trash and keeping the yard free of debris and litter. Tenant must abide by snow removal policy. Exceptions to this requirement may be made for tenants who have no household members able to perform such tasks because of age or disability. [966.4(g)] Tenant shall pay reasonable charges for these tasks if not performed by tenant. Written pre-approval must be obtained from the Authority before this exception is effective.
7. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority [966.4(f)(7)] To refrain from, and cause members of Tenant's household to refrain from, littering or leaving trash and debris in common areas or galleries.
8. Use only in reasonable manner all electrical, sanitary, heating, ventilating, and air-conditioning, and other facilities and appurtenance including elevators.[966.4(f)(8)]
9. Refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or common areas. [966.4 (f)(9)] The Resident is required to report any incident of vandalism or damage to the property to the SCHA and the Police Department. The Resident must notify the SCHA and the Police immediately and where possible, identify the persons involved.
10. Pay reasonable charges (other than for wear and tear) for the repair of damages or cleaning to the dwelling unit site building, facilities, or common areas caused by Tenant, household members or guests. [966.4(f)(10)]
11. Act and cause household members, or guests to act in a manner that will:
 - a. Not disturb other residents' peaceful enjoyment of their accommodations; and

- b. Be conducive to maintaining all Authority sites in a decent, safe and sanitary condition. [966.4(f)(11)]
12. Assure that Tenant, any member of the household, or guest, shall not engage in:
- a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the SCHA's public housing premises by other residents or employees of the Authority, or;
 - b. Any drug-related, alcohol-related or violent criminal activity. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit for the entire family. (For the purpose of this Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4(f)(12)]
 - c. Alcohol abuse that SCHA determines interferes with the health safety or right to peaceful enjoyment of premises by other residents.
 - d. Tenant, any member of the tenant's household, or a guest or person under tenant's control shall not engage in criminal activity, including drug-or alcohol-related criminal activity on or off the premises. Drug-related activity means the illegal manufacture, sale or distribution, use, or possession with intent to manufacture, sell distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802);

Tenant, any member of the tenant's household, or a guest or person under tenant's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or off project premises.

Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member the household or a guest.

Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off project premises or otherwise.

Tenant, any member of the tenant's household, or a guest or person under tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or off project premises, abuse, rape, assault, molestation, arson, homicide, manslaughter, robbery, drug sales, pornography, including those offenses covered by Megan's Law).

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation

shall be a good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

In case of conflict between the provision of this section and any other provision of the lease, the provision of this section shall govern. Any violation involving criminal activity (items a, b, c, and d above) shall be cause for termination of this Lease Agreement.

13. Make no alterations or repairs or redecorations to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment or other items without written consent of the Authority, including such items as: mini-blinds, carpeting, ceiling fans, secondary heat sources, major appliances TV or radio antennas, wall paper, wall tiles, contact paper, shelves, fixtures, awnings, window guards, screen doors, fencing, shrubbery, or trees. To make no changes to locks nor install new locks or gates on exterior doors or windows of the unit; not to resurface floors, alter woodwork, use nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.
14. Give prompt prior notice to the Authority of Tenant's leaving dwelling unit unoccupied for any period over one week. This also means hospitalization, incarceration, and rehabilitation of the Resident must be reported.
15. Act in a cooperative manner with neighbors and Authority staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff.
16. Tenant's household or guests shall not display or use any firearms, BB guns, pellet guns, slingshots or other offensive weapons such as, knives, blow guns, stun guns, sprays, etc. on SCHA property.
17. Take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises. Not to disconnect, damage or otherwise obstruct any smoke or fire alarm installed in the dwelling unit from its proper operation and to report immediately to the SCHA upon becoming aware that a smoke or fire alarm is not properly operating. In the event of a fire or other insured peril caused by the Resident, a member of the Resident's household or invited guest(s), which may be attributable due to the negligence of the Resident, a member of the Resident's household or invited guest(s), the Resident agrees to pay the cost of repair or replacement attributed to the fire.
18. Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit. Two wheel bicycles, three wheel tricycles, snowmobiles, off-road vehicles, motorcycles, trail bikes, etc., are not permitted to be ridden on the sidewalks, in yard areas or in other grass areas. Bi/tricycles are to be parked in the rear yard of the unit.
19. Refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, building or SCHA property. Permission may be granted on a case by case basis for satellite dishes.

20. Refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
21. Refrain from, and cause members of Tenant's household and guests to refrain from keeping, maintaining, harboring, or boarding any dog, cat or animals of any nature, in the dwelling unit except in accordance with the SCHA pet policy, unless a verified physical handicap warrants the use of a pet.
22. Refrain from keeping unauthorized vehicles on SCHA property. Upon failure by tenant to remove such vehicles and after proper written notice has been given in accordance with state or local ordinances, SCHA will remove, by towing or otherwise, at owners' expense, all unauthorized vehicles parked on the project site. An unauthorized vehicle is a vehicle:
 - Not having a current inspection sticker
 - Not having current registration plates or sticker, or both
 - Abandoned
 - In excess of one per dwelling unit
 - Parked in an unauthorized space
 - A vehicle leaking excessive fluids onto the parking lot or a vehicle in a state of disrepair not being able to be driven
 - Large trucks
 - Dirt bikes, ATV, four-wheel vehicles or any type of trailers
23. Parking prohibited in areas, except as designated by SCHA. Prohibited to park and to inform guests not to park any vehicles in any right-of-way or fire lane, services drives, sidewalks or lawns, or any other areas designated and marked by the Authority. Automobile repairs and car washing are not permitted on any SCHA site; nor are any oil changes or lubrication of any motor vehicle when the vehicle is located in the development. Vehicles raised off the ground, on jacks, blocks or by other means is prohibited.
24. Remove any personal property left on Authority property when Tenant leaves, abandons, or surrenders the dwelling unit. After thirty (30) days, property left shall be deemed abandoned and will be disposed of by the Authority. All costs for storage and disposal shall be assessed against the Tenant. The Tenant hereby appoints the Authority or its employees as agent to remove all personal property of whatever nature including furniture, furnishings and equipment left in or on the premises after he/she personally vacates the premises. The Tenant hereby appoints the Authority or its employees as agents to hold the said property for thirty (30) days and if not claimed by Tenant during the thirty (30) days after the Tenant has personally vacated the premises, the Authority is authorized to dispose of or turn over the property to any charitable institution or dispose of in other discretionary manner. Authority will make reasonable attempts to contact the former resident to enable them to claim their property. The Tenant hereby exonerates the Authority, from any liability for loss or damage for removal of said property from the premises and from any liability for disposal of said property after thirty (30) days from the time the Tenant personally vacates the premises. Provisions within this paragraph may be waived at the discretion of the Executive Director due to such circumstances such as sudden, extended illness or death,) at which time an extension to remove property at SCHA's discretion may be granted. All actions taken by the Authority will be denoted in file.

25. Use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors and to cooperate fully with the SCHA in all pest control and maintenance endeavors. **TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEEDED REPAIRS OR INFESTATION PROBLEMS TO HIS DWELLING UNIT**, and of known unsafe or unsanitary condition in the dwelling unit or in common areas and grounds of the Site. Tenant's failure to report such needs in a timely manner shall be considered to contribute to any damage that occurs.
26. Not commit any fraud in connection with any Federal housing or income assistance program, and not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
27. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
28. For each adult in the tenant household, to perform at least 8 hours per month of qualifying community service (as specified in Chapter 15 of the SCHA Admission & Occupancy policy) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution or participating in some other qualified training program.
29. To confine ball playing to open fields near development and not in streets or near the homes.
30. Water beds swimming/wading pools, sand boxes and storage sheds are prohibited
31. To leave the premises upon vacating, clean and in the same physical condition as when the Tenant moved into the unit, except for normal wear and tear, and to return the keys to the SCHA.

X. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event the dwelling unit is damaged, through no fault of the Tenant, to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants [966.4-(h)]

A. The Authority shall be responsible to:

1. Repair the unit within a reasonable period of time after receiving notice from tenant, provided if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h) (2)].
2. Offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time [966.4-(h)(2)] The Authority is not required to offer Tenant a replacement unit if Tenant household members, or guests caused the hazardous condition. [966.4(h)(3)]. Tenant shall accept any replacement unit offered by the Authority.
3. Abate rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs cannot be made and alternative accommodations are

unavailable as described above. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests. [966.4(h)-(4)]

4. Terminate the lease and refund any unearned rent paid to Tenant, if the Authority determines the dwelling unit is untenable because of imminent danger to the life, health, and safety of the Tenant, and alternative accommodations are refused by Tenant.

B The Tenant shall be responsible to:

1. Immediately notify Project Manager, Assistant Project Manager, or Management-Aide of damages, which are hazardous to life, health and safety.
2. Pay reasonable costs for repairs if the damage was caused by Tenant, household members or guests. [966.4(h)(2)]
3. Accept a replacement unit offered by the Authority, if repairs cannot be made within a reasonable time.

XI. INSPECTIONS:

A. Move-in Inspection: The Authority and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. [966.4(i)] Any deficiencies noted will be corrected by the Authority within ten (10) days at no charge to Tenant.

B. Move-out Inspection: The Authority will inspect the unit within thirty (30) days of when Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to Authority. [966.4 (i)]

1. Keys must be returned to Authority by the time and date the dwelling unit is vacated.
2. If tenant vacates without notice to Authority, appropriate damage and cleaning charges together with all due and unpaid rent charges and lock change charges will be made against the security deposit.

C. Housing Standards Inspections: In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for Tenant housekeeping have been developed for all tenant families.

Authority responsibility: The standards that follow will be applied fairly and uniformly to all Tenants.

1. The Authority will inspect each unit AT LEAST ANNUALLY, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. After a second failed inspection, Tenant will be advised of agencies in the area that he/she may contact for housekeeping instruction or free or low cost assistance in house cleaning. Upon failure of a third inspection, the Authority will contract with a janitorial

company to clean the apartment, and charge the tenant the cost of cleaning and may result in the termination of the lease.

- 2. Tenant responsibility:** Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation of maintenance or a threat to health or safety is a violation of the lease terms and can result in eviction and/or maintenance service charges.

A. General

- 1. Walls:** Should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors:** Should be clean, clear and free of hazards.
- 3. Ceilings:** Should be clean and free of cobwebs.
- 4. Windows:** Should be clean and not nailed shut. Window shades should be intact. No mini-blinds or additional curtain rods are to be added.
- 5. Woodwork:** Should be clean, free of dust, gouges, or scratches.
- 6. Doors:** Should be clean, free of grease and fingerprints. Doorstops should be intact. Locks/knobs should work properly.
- 7. Heating units:** Should be dusted and access uncluttered.
- 8. Trash:** Should be disposed of properly and not left in the unit.
- 9. Entire unit** should be free of rodent or insect infestation.
- 10. All living spaces** must be free of accumulated clutter, such as excess furniture, newspapers, boxes, etc.,

B. Kitchen

- 1. Stove:** Should be clean and free of food and grease.
- 2. Exhaust fan:** Should be free of grease and dust.
- 3. Refrigerator/freezer:** Should be clean and close properly and have no more than 1 inch of ice.
- 4. Cabinets:** Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- 5. Sink:** Should be clean, free of grease and garbage. Dishes should be washed and put away in a timely manner.
- 6. Food storage areas:** Should be neat and clean without spilled food.
- 7. Trash/garbage:** Should be stored in a covered container until removed to the disposal area.

C. Bathroom:

- 1. Toilet and tank:** Should be clean and odor free.
- 2. Tub and shower:** Should be clean and free of mildew or mold. Where applicable, shower curtains should be in place and of adequate length.
- 3. Lavatory:** Should be clean.
- 4. Exhaust fans:** Should be free of dust.
- 5. Medicine cabinets:** Should be clean and neat.
- 6. Floor:** Should be clean and dry.

D. Storage areas:

1. Linen closet: Should be neat and clean.
2. Other closets: Should be neat and clean. No highly flammable materials should be stored in the unit.
3. Other storage areas: Should be clean, neat and free of hazards.
4. Closet doors: Should be clean, on track, and working properly.

E. Outside the unit.

1. Yards: Should be free of debris, trash, and abandoned vehicles. Exterior walls should be free of graffiti.
2. Porches and steps (front and rear): should be clean and free of hazards. Items stored outside shall not block passage.
3. Trash and areas: Should be clean and free of debris. Items stored may include grills, bicycles (operable only), recycling buckets, trash can, and furniture designed for outdoor use (picnic table, lawn chairs, etc.)
4. Sidewalks: Should be clean and free of hazards.
5. Storm doors: Should be clean, with screens intact.
6. Parking lot: Should be free of abandoned cars. No car repairs, washing or waxing vehicles, or keeping unregistered, uninsured, or unlicensed vehicles in bays or lots.
7. Hallways: Should be clean and free of hazards.
8. Stairwells: Should be clean and uncluttered.
9. Laundry areas: Should be clean and neat. (Remove lint from dryers after use).
10. Storage/Utility room: Should be free of debris, motor vehicle parts, and flammable materials.

XII. ENTRY OF PREMISES:

A. Tenant Responsibilities:

1. Tenant agrees the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8 a.m. to 4:30 p.m.) for the purpose of performing routine maintenance, making improvement or repairs, inspecting the unit, or showing the unit for re-leasing [966.4(j)(1)] When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. However, all maintenance work is scheduled at the convenience of, and according to the priorities of, the Authority. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Authority's Responsibilities:

1. Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. Authority may enter only at reasonable times. If the resident is visually impaired, all notices shall be provided in an accessible form. [966.4(j)(2)] The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe an emergency exists. [966.4(j)(2)] If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Authority shall leave a copy of the work order or other notice

specifying the date, time and purpose of entry prior to leaving the dwelling unit.[966.4(j)(3)]

XIII. NOTICE PROCEDURES

- A. Tenant Responsibility:** Any notice to the Authority must be in writing, delivered to the Management Office during regular office hours, or sent by prepaid first class mail, properly addressed. [966.4(k)(1)(ii)]
- B. Authority Responsibility:** Except as provided in Section XII, notice to Tenant must be in writing, delivered to Tenant's address, or sent by first-class mail addressed to Tenant [966.4(k)(1)(l)]. If Tenant is visually impaired, all notices will be provided in an accessible format or manner. [966.4(k)(2)]

XIV. TERMINATION PROCEDURES:

A. The following procedures must be followed by Authority to terminate the lease:

1. This lease may be terminated by the Authority only for serious or repeated violations of material terms of the lease or for other good cause. [966.4(1)(2)]. Other serious or repeated violations of terms shall include but are not limited to:
 - a. Failure to make payments due under the Lease or to fulfill Tenant obligations set forth in Section IX above.
 - b. Failure to pay rent or other payments when due.
 - c. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth. Five such late payments within a 12 month period shall constitute repeated late payment;[966.4(1)(2)]
 - d. Failure to pay utility bills when Tenant is responsible for paying such bill directly to the supplier of utilities; [966.4(1)(2)]
 - e. Misrepresentation of household income, assets, or family composition [966.4(c)(2)]
 - f. Giving accommodations to Visitors;
 - g. Failure to supply, in a timely fashion, any certification release, information, or documentation on household income or composition needed to make determination with respect to rent, eligibility, and appropriateness of dwelling size. [966.4(c) (2)]
 - h. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit (including the disabling of the smoke detector(s), common areas, grounds, or parking areas of any site; [944.4(1)(2)]
 - i. Activity by Tenant, household member, or guest, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, or any drug related, alcohol-related, or violent criminal activity. [966.4(1)(2)] Alcohol abuses that the SCHA determines to be an interference with other resident's health, safety, or right to peaceful enjoyment of their premises. Any drug related criminal activity on or off the premises or acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or off project premises, abuse, rape, assault, molestation, arson, homicide, manslaughter, robbery, drug sales, pornography, including those offenses covered by Megan's Law).

- j. Tenant's household or guests shall not display or use any firearms, BB guns, pellet guns, slingshots or other offensive weapons such as, knives, blow guns, stun guns, sprays, etc. on SCHA property
- k. Fire on Authority premises caused by carelessness, failure to supervise children or unattended cooking. [966.4(1)(2)]
- l. Termination of income from the Department of Welfare for failure to comply with Federal or State income assistance program guidelines.
- m. Three failed housing standards inspections.
- n. Noncompliance with community service requirement.
- o. Serious or repeated interferences with the rights of other residents
- p. Alteration, repair, sale, destruction or other disposition of the leased premises or any part thereof
- q. Keeping an animal in or on the premises in violation of the SCHA Pet Policy

- r. The Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c), 24 CFR 966.4].

In deciding to evict for criminal activity, The Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by, or awareness of, household members and the effect the eviction would have both on household members not involved in the prescribed activity and on the household's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining household members and may impose a condition that household members who engage in the prescribed activity will neither reside in or visit the unit. It is the tenant's obligation to enforce any visiting prohibition, and failure to do so is considered a serious lease violation. The Authority may require a household member who has engaged in the illegal use of drugs or criminal use of alcohol, to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. [966.4(1)(5)]

2. Proposed Termination Notice

SCHA shall give written notice of the proposed termination of the Lease of:

- a. 14 days in the case of failure to pay rent;
- b. a reasonable time, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened; or for violation of 68 PS-250-505-A (relating to illegal drug use)
- c. 30 days in any other case, unless State law permits a shorter time.

3. The Notice of Termination:

a.. The notice of termination to Tenant shall be either personally delivered to the Resident or an adult member of the Resident's family residing in the dwelling unit, be posted conspicuously upon the leased premises or delivered by first class mail. The notice shall state specific

reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine SCHA documents directly relevant to the termination or eviction. [966.4 (l)(3)(ii)]

b. When SCHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with SCHA's grievance procedures. [966.4 (l)(3)(ii)]

c. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. [966.4 (l)(3)(iii)] The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

d. When SCHA is required to offer Tenant the opportunity for a grievance hearing concerning the lease termination under SCHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. [966.4 (l)(3)(iv)]

e. Before the Authority shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Authority claims is due, the Resident must first bring his or her rent account current by paying to the Authority an amount of rent due and payable as of the first of the month proceeding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Authority's escrow account until the complaint is resolved by the decision of the hearing officer.

f. When SCHA is not required to offer Tenant the opportunity for a hearing under the grievance procedure and SCHA has decided to exclude such grievance for SCHA grievance procedure, the notice of lease termination shall (1) state that Tenant is not entitled to a grievance hearing on the termination; (2) specify the judicial eviction procedure to be used by SCHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (3) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. [966.4 (l)(3)(v)]

g. SCHA may evict Tenant from the unit only by bringing a court action. [966.4 (l)(4)](d)

4. This lease may be terminated by the Resident at any time by giving SCHA fifteen (15) calendar days advance written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

5. When a Tenant moves, the Authority shall notify the post office serving that dwelling unit that such individual or household is no longer residing in the unit and the post office will stop mail delivery. [966.4(1)(5)(ii)]. Tenant may terminate this Lease at any time by giving fifteen (15) days advance written notice to Authority.

6. **Termination of Lease Upon Death or Incapacity of Resident:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all residents either, Authority or the personal representative of the Resident's estate may terminate this Lease upon 15 days written notice. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to the condition at the beginning of the Resident's occupancy, normal wear and tear expected.

If during the term of this Lease the Resident, by reason of physical or mental impairment is no longer able to comply with the material provision of this lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit, provided the proper notice is given.

XV. WAIVER

Modification of this Lease must be accompanied by a written rider to the Lease executed by the SCHA and the resident, except for rent determinations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in the Lease by reference. Matters incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the SCHA's office and copy shall be furnished to Resident on request. If such schedules, rules and regulations are modified, the SCHA shall give at least 30 day written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and provide the Resident an opportunity to present written comments which shall be considered by the SCHA prior to the effective date of the proposed modification.

No delay or failure by the SCHA in exercising any right under this lease and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI PARTIAL INVALIDITY

If any term, covenant or condition of this LEASE AGREEMENT or the application thereof to any person or circumstance shall to any extent, be invalid or enforceable, the remainder of this Lease Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and any term, covenant or condition of the Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

XVII CUMULATIVE REMEDIES

All the remedies given to the Authority under this Lease Agreement and remedies given to the Authority by law and equity shall be cumulative and concurrent. No termination of this Lease Agreement or the taking or recovery of the Lease Premises shall deprive the Authority of any of its remedies or actions against the Tenant for rent due at the time or for sums due at the time or which under the terms hereof, would in the future become due as if there had been no termination, or shall bring any action for rent or breach Leased Premises.

XVIII MISCELLANEOUS

- A. Prior Leases between the Resident and SCHA: It is hereby further understood and agreed between the Resident and SCHA that the SCHA reserves all rights and remedies to terminate this Lease and/or to make any claim for rent due, or other charges, or other Lease violations arising under any prior Lease with the Resident for these leased premises and/or other premises leased by the SCHA, and that such claims are in effect under this Lease.

- B. Accommodations of the Handicapped: A handicapped person shall for all purposes under this Lease be provided reasonable accommodation to the extent necessary to provide a handicapped person with an opportunity to use and occupy the unit in a manner equal to that of a non-handicapped person. This paragraph shall constitute notice, as required by 24 CFR, Section 966.7(b) that the Resident may at any time during the term of any renewal, request reasonable accommodations so that the Resident can meet Lease requirement of tenancy.

XIX GOVERNING LAW

This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and applicable Federal Housing laws or regulations. All actions or claims pertaining to or arising under this Lease Agreement shall be litigated as required by law in the area of Residency. This Lease, and any attachments thereto, contain all of the agreement and understandings between the parties, pertaining to the Lease and Resident's possession and use of the demised premises.

XX HOUSE RULES

The resident agrees to obey any House rules, which are reasonably related to the safety, care and cleanliness of the building and safety, comfort and convenience of the Residents. Such rules may be modified by the Authority from time to time provided that the Resident receives written notice comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this lease,

XXI PERSONAL PROPERTY, LOSS OR DAMAGE

The tenant expressly agrees to save the Authority from and against the loss or damage to any personal property, and against the claims and demands of the Tenant and all other persons on account of any injury, loss or damage to any person or persons, or to any property suffered or sustained or claimed to have suffered or sustained, on or about the premises under the exclusive control of the Tenant and not a result of or in any way caused by any negligent or unlawful act or omission of the Authority or its agents or employees.

XXIIBINDING UPON HEIRS, ETC

The parties of this Lease Agreement specifically agree that this Lease Agreement shall bind the parties hereto and their respective successors or assignees.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE (PARTS II AND I) HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE)

PART II of the RESIDENTIAL LEASE AGREEMENT: CONTRACT

Schuylkill County Housing Authority (SCHA)

THIS AGREEMENT is executed between the Schuylkill County Housing Authority (herein called "SCHA" or the "Authority), and _____ (herein called the "Tenant"), and becomes effective as of this date: _____ [966.4 (a)]

(1) **Unit:** SCHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease Agreement) the dwelling unit LOCATED at _____ (hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____. [966.4 (a)]

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest.) [966.4 (a)(2)] All adult members of the household shall execute the lease.

NAME	RELATIONSHIP	AGE & BIRTH DATE	SOCIAL SECURITY #
1.	Head	__ / __ / __	____-____-____
2.		__ / __ / __	____-____-____
3.		__ / __ / __	____-____-____
4.		__ / __ / __	____-____-____
5.		__ / __ / __	____-____-____
6.		__ / __ / __	____-____-____
7.		__ / __ / __	____-____-____
8.		__ / __ / __	____-____-____

(3) **Term:** The term of this lease shall be one calendar year, renewed as stipulated in Section II.A of Part I of the Lease.

(4) **Rent:** Initial rent (if prorated for partial month) shall be \$____. for the period beginning __/__/__ and ending at midnight on __/__/__.

Thereafter, rent in the amount of \$____. per month shall be payable in advance on the first day of each month. Tenant agrees to pay a Late Rent Charge of \$10.00 if Tenant does not pay total rent due by the 9th of the month.

A utility reimbursement of \$____per month (if applicable) shall be paid to the Tenant and utility supplier of their choice by SCHA for the Tenant. [966.4 (b)(1)]

This is the flat rent for the Premises \$____. This rent is based on the reasonable market value of the public housing unit.

(5) Utilities and Appliances: SCHA-Supplied Utilities [966.4 (b)(1)]

If indicated by an (X) below, SCHA provides the indicated utility as part of the rent for the premises:

- () Electricity () Natural Gas () Water and Sewerage () Oil () Garbage/Trash Removal () Coal

Other: _____

HUD-50075

SCHA shall provide the following appliances for the premises: SCHA shall provide Range and Refrigerator.

6) Utilities Allowances: Tenant-Paid Utilities [5.632]

If indicated by an (X) below, SCHA shall provide Tenant with a Utility Allowance in the monthly amount of \$_____ for the following utilities paid directly by the Tenant to the Utility supplier or appliances supplied by Tenant:

() Electricity () Gas () Heat () Water and Sewerage () Trash removal. Additionally, Tenant agrees to pay charges for excess consumption of the following utilities: () Gas () Water and Sewerage, () .

(7) Charges for Excess Appliances: (Not applicable to Tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following: [966.4 (b)(2)]

An additional charge of \$_____ per month will be payable for the following appliance in the premises **for each month of occupancy.** Other Appliances: If checked below, an additional charge of \$_____ per month for each month of occupancy for each excess appliance on the premises.

- () Freezer, type: _____ () Extra Refrigerator
- () TV
- () Automatic Washer () Air Conditioners
- () Clothes Dryer () Other: _____

(8) Security Deposit: Tenant agrees to pay \$51.00 (if tenancy occurs on or after 7/1/94) as a security deposit. See Part I of this lease for information on treatment of the Security Deposit. [966.3 (b)(5)]

Lead Safety: The Authority shall provide Tenant with a Lead Hazard Information Pamphlet and a Lead Disclosure Addendum as an attachment to the Lease.

(9) Execution: By Tenant's signature below, Tenant and household agree to the Terms and Conditions of Parts I and II of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received, thoroughly explained and understood.

TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

CO-TENANT _____ DATE _____

HOUSING REPRESENTATIVE _____ DATE _____

WITNESS _____ DATE _____

Move-In Inspection Notice

The Tenant is hereby notified that a move-in inspection will be conducted. No other notice will be given.

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to SCHA before execution of the lease, or before the SCHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to the SCHA in connection with any criminal activity or federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief. INTEND TO DEFRAUD UNDER PENNSYLVANIA LAW MAY BE PUNISHABLE WITH FINES UP TO \$1000.00

Tenant's Signature

Date

ATTACHMENTS

SCHA has provided Tenant with the following attachments and information:

- () Part I of this Lease
- () Lead Paint Disclosure
- () Third Party Notification
- () Community Service Agreement
- () Violence Against Women's Exception to Lease Termination
- () Pet Addendum
- () Tenant Information package which includes Emergency Telephone Numbers

Housing Needs of Families on the Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List Section 8 tenant-based assistance			
	# of families	% of total families	Annual Turnover
Waiting list total	417		68
Extremely low income <=30% AMI	210	65%	
Very low income (>30% but <=50% AMI)	142	34%	
Low income (>50% but <80% AMI)	5	1%	
Families with children	228	55%	
Elderly families	31	7%	
Families with Disabilities	100	24%	
Nondisabled, nonelderly, no children	94	23%	
White – Non-Hispanic	372	89%	
White - Hispanic	22	5%	
Black – Non-Hispanic	19	5%	
Black - Hispanic	1	<1%	
Multi-racial – Non- Hispanic	1	<1%	
Multi-racial – Hispanic	2	<1%	

The following is an amendment to the Housing Authority’s Administrative Plan for the adoption of utility allowance schedule for energy efficient projects receiving low income housing tax credits:

SCHUYLKILL COUNTY HOUSING AUTHORITY

POLICY FOR UTILITY ALLOWANCE FOR ENERGY EFFICIENT PROJECTS RECEIVING LOW INCOME HOUSING TAX CREDITS

Under the Housing Choice Voucher program, the SCHA recognizes and adopts the use of project specific utility allowances that have been approved for use in qualified Low Income Housing Tax Credit (LIHTC) projects, provided that the utility allowances for the LIHTC project are:

- i. Developed pursuant to regulations prescribed by the Internal Revenue Service (IRS) and requirements set by the Pennsylvania Housing Finance Agency (PHFA) for the LIHTC program;

- ii. Tax credit buildings receiving tenant based rental assistance from the USDA Rural Housing Services (RHS) must use the RHS utility allowance (RHS UA) for all rent-restricted units.
- iii. Tax credit building receiving tenant based rental assistance from the Department of Housing and Urban Development (HUD) must use the applicable HUD Utility Schedule Model (HUD USM);
- iv. Approved by PHFA, HUD or RHS for use in affordable housing projects receiving Tax Credit project; and
- v. Reviewed and updated pursuant to HUD, RHS and PHFA requirements and compliance procedures to reflect changes in energy efficiency and/or energy tariffs.

Justification

The process requires the use of energy professionals in making utility estimates using the **HUD Utility Schedule Model (HUD USM) or RHS utility allowance (RHS UA)**, and has sufficient safeguards and checks in place to ensure that utility allowances are properly calculated and reasonable. Compliance procedures established by SCHA will also ensure that utility allowances, once set under the LIHTC program, will be reviewed on an ongoing basis and updated to reflect changes in utility costs.

Adopting the utility allowances approved by the SCHA, HUD, RHS or PHFA for properties using the HUD Utility Schedule Model or RHS utility allowances will not result in additional SCHA project administration costs.

Review of Process for Setting Utility Allowances under Low Income Housing Tax Credit Program and Potential Utilization for Housing Choice Vouchers Used in Qualified Tax Credit Properties

Under the LIHTC program, applicants for LIHTCs must estimate the monthly income and expenses for proposed projects. As part of the calculation, applicants need to provide an estimate of tenant utility costs. A utility allowance is set based on what a reasonable energy consuming household consumes, which is the same standard used for HUD or RHS programs.

In tax credit projects, the gross rent for the unit is reduced by the utility allowance. This is consistent with the approach used in HUD or RHS programs to determine the amount of rent the tenant pays the property owner.

Since utility allowances for the HCV program are set independently from the LIHTC program, when a household using a voucher moves into a Tax Credit project, a different utility allowance is used, which results in different utility allowances being applied to units in the same building with the same characteristics affecting energy consumption.

Assessment of Owner/Developer Requirements

In order to qualify for the use of a project-specific utility allowance, developers must meet certain requirements and must be awarded LIHTCs. These requirements apply whether the applicant is seeking, or has already been awarded, competitive 9% tax credits, or credits used in conjunction with tax exempt bond financing, or "ARRA Funding" or Tax Credit Assistance Program (TCAP) funds.

All estimates will be completed by an independent third party and will be at the expense of the developer. The SCHA requires that the consultant be a certified Home Energy Rating System (HERS) Rater or a Pennsylvania licensed mechanical engineer or electrical engineer.

All estimates will include at a minimum a report, signed by the qualified professional energy analyst, certifying the following:

- Date the estimate was prepared and the name of project the estimate was prepared for.
- Name, address and phone number of the analyst who prepared and certified to the accuracy of the estimate. (NOTE: The preparer and certifying analyst must be the same person).
- Proof of the energy analyst's qualifications, Pennsylvania engineering license number or Home Energy Rating Systems (HERS) certification number.
- A statement that the analyst and the owner of the project, the project applicant, and the project's principals (general partners, members, etc.), are not related parties as defined by the Internal Revenue Code section 267(b) and 707(b).
- A statement that the estimate is based solely on the professional building energy modeling and analysis completed by the qualified professional building analyst who signed the estimate.

Additional Requirements for Projects Recently Placed In Service

Energy analysts who are submitting a HUD USM or RHS utility allowance estimates for a newly completed projects built to the 2005 or later standards must confirm the energy efficiency measures of the project's units and buildings. The energy analyst will confirm the data used in completing the HUD USM or RHS utility allowance estimate is accurate, including all relevant energy efficiency measures. If unable to confirm the energy efficiency measures actually used in the completed units and building(s), the analyst will use conservative default assumptions needed to meet the minimum requirements under the appropriate standards.

The analyst also must identify the utility providers, confirm that the appropriate tariff was used in the HUD Utility Allowance Model or RHS utility allowance estimate, confirm building orientation, and determine the building's unit mix, apartment features and unit floor plan layout. This process will be done through direct observation (including field testing or sampling at a minimum rate of 1:7 units), official documentation, or qualified third party resources.

All estimates will include a report, certifying to all of the items listed above, as well as the following additional items:

- Explanation of any testing or sampling done to confirm the constructed units and/or building(s) features.
- A list of all third-party resources used to confirm the constructed buildings features, including copies of the building permits and the name and phone number of any HERS rater(s) who conducted review(s) of the project's units and /or building(s).
- Copies of any documentation relied upon to confirm the energy efficiency measures used in the modeling of the constructed units and/or building(s).
- A list and justification of any conservative default assumptions (Title 24, Part 6 Standards) that were used by the energy analyst in the event the energy analyst was unable to independently confirm the building(s) energy efficiency measures.

HUD Utility Schedule Model or RHS Utility Allowance Schedule

For a Tax Credit project, and most other affordable housing projects, the HUD Utility Schedule Model or RHS utility allowance estimates will need to be produced or reproduced at three points in the life of a project.

1. At the point of initial application where the HUD USM or RHS utility allowance is crucial to the underwriting of a project. This should be the "draft" version of the HUD USM or RHS utility allowance.
2. When the project begins lease-up, so that tenants are appropriately charged for rent. This should be the "final" locked-in-place version of the HUD USM or RHS utility allowance and represent the project "as built" as opposed to "as proposed." This or a later "annual update" version of the utility allowance is also the utility allowance that should be sent to the PHFA as part of any placed-in-service package.
3. The "final" version of the HUD USM or RHS UA should be updated annually throughout the compliance period. This updating simply involves having the energy analyst reproduce the utility allowance using the latest version of the HUD USM lookup tables or RHS sources, which will contain the most up-to-date version of the utility company rates. This will bring the utility allowance up-to-date.

Updating Project-Specific Utility Allowance

The owner/developer is required to update the schedule of utility allowances at least annually, and must revise the schedule if there has been a change of 10 percent or more in any utility tariff/rate since the last time the allowance for that utility was revised.

The HUD USM or RHS UA update shall be conducted no later than the project's anniversary of its earliest Placed-In-Service date.

Under the proposal, the owner/developer must provide the SCHA the information supporting its annual review of the utility allowance and any revisions made in its utility allowance schedule.

The SCHA shall retain this information with all other utility allowance update data.

10.0 Additional Information.

(a) Progress in Meeting Mission and Goals

Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Goals

SCHA Goal: Expand the supply of assisted housing

Objectives:

- Apply for additional rental vouchers:
- Reduce public housing vacancies:
- Leverage private or other public funds to create additional housing opportunities:

The Authority has made major improvements to the Schuylkill Haven High Rise to meet the needs of current residents and make the units more marketable, including the installation of energy efficient lighting in 110 units, hallways, stairways, common areas and exterior lighting. In addition, the building envelope in the community room and office were replaced with new insulated walls, thermo break window frames and insulated glass. A new energy efficient gas fired hot water boiler was installed at the Schuylkill Haven High Rise for 110 units.

The Authority has also worked closely with agencies providing services to those with disabilities which have resulted in expanded services to residents.

The Housing Authority established a nonprofit corporation to expand affordable housing options in the County. During the past several years, the nonprofit has received grants in the amount of \$50,000 from the Schuylkill County Affordable Housing Trust Fund (Act 137) combined with a match of \$120,000 from the Authority, the non-profit corporation was able to renovate three houses that are now being leased to Housing Choice Voucher families who are participating in the Family Self-Sufficiency Program. The goal is for these families to become homeowners. The corporation hopes to continue the program with the assistance of additional Act 137 funding, other grants, and by utilizing the sales proceeds when the houses are sold.

The Authority applied for additional public funds to create additional housing opportunities. An Act 137 grant in the amount of \$50,000 was awarded and allocated for modernization work at the Minersville High Rise and most recently the Authority received another \$41,744 which was used in combination with capital funds at the Schuylkill Haven High Rise for the installation of energy efficient improvements to the units and building as noted above.

SCHA Goal: Improve the quality of assisted housing

Objectives:

- Increase customer satisfaction:
- Renovate or modernize public housing units:
- Improve energy efficiency:

In addition to the improvements noted above, the Housing Authority installed steel doors at the St. Clair family development, installed new energy efficient lighting and new insulated windows at the Schuylkill Haven family development.

Elevator upgrades have been completed at the Shenandoah High Rise using energy efficient equipment. Modern energy efficient oil fired boilers have been installed along with other energy efficient equipment for the heating and hot water systems. Upgrades to 77 bathrooms using energy efficient fixtures have also been completed.

Elevator modernization work has been completed at the Ashland High Rise using energy efficient equipment. An Act 137 grant in the amount of \$50,000 was awarded and allocated for this work. New energy efficient lights have been installed at the Coaldale Development both in 48 units and the exterior lighting.

Other modernization work includes energy efficient lighting at the Cass-Minersville Family Development, new kitchens and bathrooms at the Schuylkill Haven Family Development, energy efficient lighting at the Schuylkill Haven High Rise with new windows in the community room and new thermostats and new windows at the Coaldale Family Development.

Status: Capital Fund Program is proceeding on schedule.

Capital Fund Program Status		
<i>FFY</i>	<i>% Obligated</i>	<i>% Expended</i>
<i>2006</i>	<i>100%</i>	<i>100%</i>
<i>2007</i>	<i>100%</i>	<i>100%</i>
<i>2008</i>	<i>100%</i>	<i>100%</i>
<i>2009</i>	<i>100%</i>	<i>75%</i>
<i>2009 CFRG</i>	<i>100%</i>	<i>100%</i>
<i>2009 CFRC</i>	<i>100%</i>	<i>100%</i>
<i>2010</i>	<i>50%</i>	<i>49%</i>

See attached P&Es for detail

SCHA Goal: Increase assisted housing choices

Objectives:

- Increase voucher payment standards
- Implement voucher homeownership program:

HUD-50075

In 2007, 2008, 2009, 2010 and 2011 the FMRs have steadily increased, however, the FMRs for 2012 have decreased by 4% from the 2011 FMR as noted in the following table:

Unit Size	2011	2012	% Change
0 BR	\$ 391	\$ 375	-4%
1 BR	\$ 510	\$ 489	-4%
2BR	\$ 587	\$ 563	-4%
3BR	\$ 733	\$ 703	-4%
4BR	\$ 806	\$ 773	-4%

The Authority will closely monitor the appropriateness of its Payment Standards in order to maintain a workable, high-quality program balanced by the fiscal restraints of the program. Due to the reduced HUD funding, the Authority cannot raise its Payment Standards to the new FMR levels. It will continue to closely monitor the appropriateness of the Standards within the fiscal restraints of the program.

SCHA has amended the Payment Standard for the Section 8 Housing Choice Voucher Program effective November 1, 2011 for all new Housing Assistance Payment Contracts and Annual Reexaminations with an effective date of December 1, 2011 as follows:

PAYMENT STANDARDS-EFFECTIVE 11/1/2011					
Final FY 2012 FMRs By Unit Bedrooms					
	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2012 FMR	\$375	\$489	\$563	\$703	\$773
Payment Standard	\$371	\$485	\$587	\$733	\$806

In addition, SCHA has established the payment standard for a 5 bedroom unit at \$927.

The Authority will learn about the voucher homeownership program with the desire of implementing this as an Authority initiative.

The Authority is also performed the rent reasonableness and HQS inspections for the HPRP program through Schuylkill County to ensure consistency with HUD requirements for the Housing Voucher Program.

SCHA Goal: Provide an improved living environment

Objectives:

- Implement public housing security improvements:

The Authority has installed security cameras at all nine of its family and senior housing developments. The cameras can be viewed via the Internet enabling both the Authority and the Police Departments to monitor activities on the exterior of its buildings. A strong working relationship has been developed with the Schuylkill County Drug Task Force to help eliminate drug activity.

The Authority has also deprogrammed a unit at one family site, with HUD approval, for undercover drug investigative work.

SCHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Promote self-sufficiency and assist families to obtain supportive services through the various service agencies with which the Housing Authority has inter-agency agreements.

During the last five-year period, the Authority established an effective Family Self-Sufficiency program for Section 8 Voucher participants; outreach was provided to Voucher holders to urge their participation; and families have been enrolled. Three of the participating families have moved into the houses that were renovated by the Authority's housing corporation with the goal of them becoming homeowners.

Food banks have been established and will be continued at all developments for eligible families.

SCHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

Continue to provide suitable living environments regardless of race, color, religion, national origin, sex, familial status, or disability. Continue to make special outreach efforts to house disabled persons in handicapped housing through the Anthracite Center for Independent Living. Continue to work closely with Career Link, Schuylkill Community Action, the REDCo Group, Senior Services, Department of Public Welfare, Service Access Management, Allied Services, Schuylkill MH/MR and LHOT (Local Housing Options Team). Allied Services has provided on-site supportive services for persons with disabilities at the Minersville High Rise. They rent a deprogrammed unit for office purposes.

The Authority has agreed to participate in a program sponsored by the Pennsylvania Housing Finance Agency (PHFA) which is designed to increase housing resources for person with disabilities and for those transitioning from nursing homes. Under this Tenant Based Rental Assistance (TBRA) program, PHFA will provide up to 24 months of HOME funded rental assistance to disabled persons and those transitioning from nursing homes who are referred by the Authority, while the Authority maintains them on its waiting list(s) until a permanent voucher or public housing subsidy becomes available.

Resident Membership on PHA Governing Board:

Rose Marteslo –Public Housing Resident at the Cass-Minersville Family Development

Resident Advisory Board:

SECTION 8

Janet Balsavage – 200 East Main Street, Girardville, PA 17935 – (570) 276-6245

Kenneth Smith – 2041 Fair Road, Schuylkill Haven, PA 17972 – (484) 818-0148

William Thomas – 222 East Broad Street, Tamaqua, PA 18252 – (570) 668-6476
Cory Matalavage – 22 East Union Street, Tamaqua, PA 18252 – (570) 225-8291

PUBLIC HOUSING

16-2 – Coaldale Housing Development:

Joyce Acosta – Unit 313 – (570) 805-4046
Luis Ontiveros – Unit 321 – No phone

16-3 – Minersville High Rise:

Theresa Zegarski – Apt. 402 – (570) 933-1729
Beverly Brown – Apt. 1006 – (570) 544-5991
John Schedin – Apt. 803 – (570) 544-6713
Carl Zukoski – Apt. 209 – (570) 399-5008

16-5 – Schuylkill Haven High Rise:

Joann Pernick – Apt. 610 – (570) 385-4105
Tina Drey – Apt. 208 – (570) 385-3663
Mary Logan – Apt. 803 – (570) 581-1019
Patsy Lins – Apt. 506 – (570) 385-4952

16-7 – Shenandoah High Rise:

16-8 Shenandoah Family Development:

Anthony Wysoski, Jr. – Unit 203 – (570) 462-0009

16-10 – Cass-Minersville Family Development:

16-12 – St. Clair Family Development:

16-13 – Schuylkill Haven Family Development:

Kelly Close – Unit 45 – (570) 449-0194
William Hamm – Unit 27 – (570) 385-2524
Judith Renner – Unit 41 – (570) 385-9094

16-14 – Ashland High Rise:

(b) *Definition of Significant Amendment and Substantial Deviation/Modification to the Agency Plan:*

SCHA defines substantial deviation or modification to the Agency Plan as:

- Significant changes to rent or admissions policies or organization of the waiting list;
- A substantial change in a goal(s) identified in the Five Year Plan;
- Significant modifications to major strategies to address housing needs;
- Any change in the planned or actual use of federal funds for activities that would prohibit or redirect the Housing authority's strategic goals of increasing the availability of decent, safe and affordable housing for the citizens of Schuylkill County;
- A need to respond immediately to declarations of emergency due to disasters as identified by Presidential or Governmental order;
- Additions of non-emergency work items (items not included in the current Annual Statement or Five-year Action Plan) or change in the use of funds that exceeds 20% of the Capital Fund Allocation; and
- Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

An exception to this definition will be made for any new activities that are adopted to reflect changes in HUD regulatory requirements or as result of a declared emergency; such changes will not be considered a substantial deviation or significant amendment or modification by SCHA.

Any significant amendment or substantial deviation/modification to SCHA Plan is subject to the following requirements (including time frames):

- SCHA will consult with the Resident Advisory Board (RAB) (as defined in 24 CFR 903.13);
- The Authority will ensure consistency with the Consolidated Plan of the jurisdiction(s) (as defined in 24 CFR 903.15); and
- SCHA will provide for a review of the amendments/modifications by the public during a 45-day public review period (as defined in 24 CFR 903.17).
- The Housing Authority will adopt the amendment or modification at a duly called a meeting, open to the public, of its Housing Authority Board of Commissioners.

HUD-50075

- SCHA will not implement the amendment or modification until notification of the amendment or modification is provided to HUD and approved by HUD in accordance with HUD's plan review procedures (as defined at 24 CFR 903.23).

A Housing Authority may submit a significant amendment or substantial deviation/modification to HUD up until the last day prior to the date when the next year's Agency Plan is due.

(c) 11.0 Required Submission for HUD Field Office Review.

(f) Resident Advisory Board (RAB) comments.

RESIDENT ADVISORY BOARD MEETING: November 17, 2011

COMMENTS ON ANNUAL PLAN

10:00 AM – Schuylkill Haven High Rise

1. Community service is a good idea.
2. Energy efficiency work is the way to go.
3. Keep windows closed if you are going to be away for the day or longer to keep heating costs down.
4. Energy efficient light bulbs should be used. You have to save where you can.
5. A resident of the Minersville High Rise was glad to hear of the upcoming upgrades to the elevators in that building and also the replacement of the roof fans.
6. A Non-Smoking Policy (no smoking in units) was discussed. Four out of the five residents in attendance agreed that it was a good idea.

Comments from Residents

Project PA-16-2 – Coaldale Housing Development – November 21, 2011

(No residents in attendance.)

Project PA-16-3 – Minersville High Rise and Project PA-16-10 – Cass- Minersville Family Development (meeting combined) – November 21, 2011

(30 residents in attendance)

Minimum rent – keep it at \$50.

Residents were asked what they thought about putting motion detectors on the lights in the community room – they said no.

Building is kept in good shape.

Discussion on Non-Smoking Policy – Some said it's a good thing; someone said that would be taking away her right – it's her apartment.

Project PA-16-5 – Schuylkill Haven High Rise – November 21, 2011

(5 residents in attendance)

Minimum rent – hurts the little guy.

Discussion on Non-Smoking Policy – about half in attendance were for the policy and half against.

Heat is adequate.

One tenant commented that he was blessed in many ways for living here.

Project PA-16-7 – Shenandoah High Rise – November 22, 2011

(13 residents in attendance)

No comments were made.

Project PA-16-8 – Shenandoah Family Development – November 22, 2011

(3 residents attended)

No comments were made.

Project PA-16-12 – St. Clair Family Development – November 22, 2011

(No residents in attendance.)

Project PA-16-13 – Schuylkill Haven Family Development – November 22, 2011

(No residents in attendance)

Project PA-16-14 – Ashland High Rise – November 22, 2011

(7 residents in attendance)

No comments were made.

(h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report*

(attached electronically).

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan*

(attached electronically).

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Mentura M. Gallagher the Commissioner Chair certify that the Five Year and
Annual PHA Plan of the Schuylkill County Housing Authority is consistent with the Consolidated Plan of
Pennsylvania _____ prepared pursuant to 24 CFR Part 91.

By: Mentura M. Gallagher
Mentura M. Gallagher, Commissioner Chair

Francis V. McAndrew, Commissioner

Frank J. Staudenmeier
Frank J. Staudenmeier, Commissioner

12-7-11

Signed / Dated by Appropriate State or Local Official

AMP 1 - PA-16-1
Shenandoah High Rise
Shenandoah Family Development
Ashland High Rise

AMP 2 - PA-16-2
Minersville High Rise
Cass-Minersville Family Development
St. Clair Family Development

AMP 3 - PA-16-3
Coaldale Housing Development
Schuylkill Haven High Rise
Schuylkill Haven Family Development

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

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

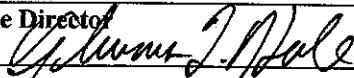
Part I: Summary					
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650109 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2009 FFY of Grant Approval:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 5) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 10/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	173,348.00	173,348.00	173,348.00	173,348.00
3	1408 Management Improvements	19,539.00	19,539.00	19,539.00	19,539.00
4	1410 Administration (may not exceed 10% of line 21)	80,000.00	80,000.00	80,000.00	80,000.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000.00	100,000.00	100,000.00	100,000.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	395,025.44	405,964.00	405,964.00	205,025.44
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	98,828.56	87,890.00	87,890.00	80,000.00
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650109 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2009 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 5) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 10/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	866,741.00	866,741.00	866,741.00	657,912.44
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities		0		
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	308,394.00	297,455.44	297,455.44	259,565.44
Signature of Executive Director 		Date 11/04/11		Signature of Public Housing Director _____	
				Date _____	

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

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide	Operations	1406		173,348.00	173,348.00	173,348.00	173,348.00	100% Complete
PHA-Wide	Management Improvements							
	1. Automated Systems Update (Update computers in administrative office)	1408		7,689.00	7,689.00	7,689.00	7,689.00	100% Complete
	2. Automated Systems Training (Training for updated computers)	1408		285.00	285.00	285.00	285.00	100% Complete
	3. Staff Training (EE training to keep employees up to date with HUD's requirements)	1408		4,365.00	4,365.00	4,365.00	4,365.00	100% Complete
	4. Resident Activities (Drug Program)	1408		7,200.00	7,200.00	7,200.00	7,200.00	100% Complete
PHA-Wide	Administration	1410		80,000.00	80,000.00	80,000.00	80,000.00	100% Complete
PHA-Wide	Fees and Costs	1430		100,000.00	100,000.00	100,000.00	100,000.00	100% Complete
	Sub-Total			372,887.00	372,887.00	372,887.00	372,887.00	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-2 Minersville Family Development	1. Install energy efficient light fixtures in maintenance shed and outside	1470	30 fixts.	18,828.56	7,890.00	7,890.00		From 2011 2011 Ann. Plan
	2. Install energy efficient light fixtures in units	1460	160 fixts.	30,000.00	30,000.00	30,000.00		From 2011 2011 Ann. Plan
St. Clair Family Development	1. Replace 40 entrance doors in 20 units	1460	40 doors	79,741.84	79,741.84	79,741.84	79,741.84	100% Complete
	Sub-Total			128,570.40	117,631.84	117,631.84	79,741.84	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-3								
Schuylkill Haven	1. Replace carpet in community	1460	400 sq ft	25,460.00	25,460.00	25,460.00	25,460.00	100% Complete
High Rise	2. Install energy efficient light fixtures in 110 units	1460	266 fixts.	72,715.60	72,715.60	72,715.60	72,715.60	100% Complete
	3. Install energy efficient light fixtures outside and in boiler and community rooms	1470	232 fixts.	65,000.00	65,000.00	65,000.00	65,000.00	100% Complete
Schuylkill Haven	1. Install energy efficient light fixtures outside	1470	22 fixts.	7,500.00	7,500.00	7,500.00	7,500.00	100% Complete
Family Development								
Coaldale	1. Install energy efficient light fixtures outside and in community and laundry rooms	1470	20 fixts.	7,500.00	7,500.00	7,500.00	7,500.00	100% Complete
Housing Development	2. Install energy efficient light fixtures in 48 units	1460	110 fixts.	27,108.00	27,108.00	27,108.00	27,108.00	100% Complete
	Sub - Total			205,283.60	205,283.60	205,283.60	205,283.60	

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Schuylkill County Housing Authority				Federal FFY of Grant: 2009	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	August 2011	June 2011	August 2013		
PA-16-1					
Shenandoah High Rise	August 2011	June 2011	August 2013		
PA-16-2					
Minersville High Rise	August 2011	June 2011	August 2013		
PA-16-3					
Schuylkill Haven High Rise	August 2011	September 2010	August 2013		

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

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

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

Part I: Summary

PHA Name: Schuylkill County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA26P01650110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval:
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Type of Grant

- Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 3)
 Performance and Evaluation Report for Period Ending: 10/31/2011
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	172,022	172,022	172,022.00	172,022.00
3	1408 Management Improvements	14,355	4,433		
4	1410 Administration (may not exceed 10% of line 21)	86,011	86,011	86,011.00	86,011.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	63,326	73,248.00	73,248.00	73,248.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	524,400	524,400	321,550.60	115,331.02
11	1465.1 Dwelling Equipment--Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

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

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

Part I: Summary

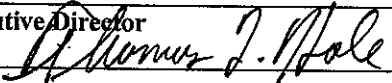
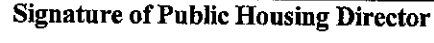
PHA Name: Schuylkill County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA26P01650110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2010 FFY of Grant Approval:
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Type of Grant

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no: 3)
 Final Performance and Evaluation Report

Performance and Evaluation Report for Period Ending: 10/31/2011

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	860,114	860,114	652,831.60	446,612.02
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	89,074.53	153,562.16	153,562.16	98,777.02

Signature of Executive Director 	Date 11/09/11	Signature of Public Housing Director 	Date
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¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide	Operations	1406		172,022	172,022.00	172,022.00	172,022.00	100% Complete
PHA-Wide	Management Improvements							
	1. Automated Systems Update (Update computers in administrative office)	1408		2,355	2,433.00			
	2. Automated Systems Training (Training for updated computers)	1408		2,000	2,000.00			
	3. Staff Training (EE training to keep employees up to date with HUD's requirements)	1408		4,000	0.00			
	4. Resident Activities (Drug Program)	1408		6,000	0.00			
PHA-Wide	Administration	1410		86,011	86,011.00	86,011.00	86,011.00	100% Complete
PHA-Wide	Fees and Costs	1430		63,326	73,248.00	73,248.00	73,248.00	100% Complete
	Sub-Total			335,714	335,714.00	331,281.00	331,281.00	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-1 Shenandoah High Rise	1. Elevator upgrades including new elevaor control system, new energy efficient motors, new drive system	1460	2elevators	833.80	833.80	833.80	833.80	100% Complete
	2. Replacement of obsolete bathroom fixtures with new energy efficient handicap fixtures, showers, tubs, sinks, toilets, faucets	1460	77 units	15,852.62	15,852.62	15,852.62	15,852.62	100% Complete
	3. Replace smoke detectors in 77 units	1460	86 dets.	0.00	11,095.00	11,095.00		From 2011 Approved 2011 Ann. Plan
Shenandoah Family Development	1. Replace smoke detectors in 70 units	1460	155 dets.	0.00	19,024.00	19,024.00		From 2011 Approved 2011 Ann. Plan

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2010				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-1 Ashland High Rise	1. 1 new elevator, windows, 5 walls, ceilings, floors 5100 sf, heating ventilation 2625 sf, fire detection and, sprinkler system 2625 st, emergency lighting 6 fls, electrical lighting and power 2625 sf, 1 geared traction elev. 200 FPM, 3500 lbs, 6 stops, LC401 stainless steel fronts and doors 230 volt 3 phase system, 7'X5'X8' car size motors, control system, hoistway and cable, brakes, gripper, governor beams and brackets, ADA complaint	1460	1 elevator	395,000.00	0.00			Removed from Plan
	2. Repair to existing elevator, replace controller with microprocessor based controller including switches, relays, solid state components. Replace motor drive with solid state motor drive power system including speed control & leveling reg.	1460	1 elevator	40,325.47	39,221.44	39,221.44	16,554.00	From 2013 Approved 2010 Ann. Plan

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-1								
Ashland	3. Replace smoke detectors	1460	63 dets.	0.00	14,036.00	14,036.00		From 2011
High Rise	in 50 units							Approved
								2010 Ann. Plan
	Sub-Total			452,011.89	100,062.86	100,062.86	33,240.42	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-2 Minersville High Rise	1. Replace smoke detectors in 100 units	1460	165 dets.	0.00	19,620.00	19,620.00		From 2011 Approved 2011 Ann. Plan
Minersville Family Development	1. Replace smoke detectors in 80 units	1460	159 dets.	0.00	19,288.00	19,288.00		From 2011 Approved 2011 Ann. Plan
St. Clair Family Development	1. Replace smoke detectors in 35 units	1460	74 dets.	0.00	9,147.00	9,147.00		From 2011 Approved 2011 Ann. Plan
	Sub-Total			0.00	48,055.00	48,055.00	0.00	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Schuylkill County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA26P01650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010
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Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-3 Coaldale Housing Development	1. Install 66 low voltage thermostats and 68 motorized valves	1460	48 units	0.00	54,785.14	54,785.14		From 2011 2011 Ann. Plan
	2. Replace smoke detectors in 48 units	1460	74 dets.	0.00	11,676.00	11,676.00		From 2011 Approved 2011 Ann. Plan
Schuylkill Haven Family Development	1. Replace smoke detectors in 40 units	1460	84 dets.	0.00	9,947.00	9,947.00		From 2011 Approved 2011 Ann. Plan
Schuylkill Haven High Rise	1. Replace community room and office windows, 3 patio doors	1460	1100 sq ft windows 3 doors	72,388.11	82,090.60	82,090.60	82,090.60	100% Complete
	2. Replace smoke detectors in 110 units	1460	123 dets.	0.00	14,934.00	14,934.00		From 2011 Approved Ann. Plan

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Schuylkill County Housing Authority				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	August 2012		August 2013		
PA-16-1					
Shenandoah High Rise	August 2012		August 2013		
PA-16-2					
Minersville High Rise	August 2012		August 2013		
PA-16-3					
Schuylkill Haven High Rise	August 2012		August 2013		

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

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

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

Part I: Summary						
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650111 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2011 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 10/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³	153,334	153,334	153,334.00	153,334.00	
3	1408 Management Improvements	20,000	20,000			
4	1410 Administration (may not exceed 10% of line 21)	76,667	76,667	60,000.00	53,118.63	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	83,841	83,841	40,000.00	25,148.75	
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	424,330	432,830			
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures	8,500	0			
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part I: Summary						
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650111 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2011 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 10/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	766,672	766,672	253,334.00	231,601.38	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	80,000	15,130			
Signature of Executive Director		Date		Signature of Public Housing Director		
<i>[Signature]</i>		11/09/11				

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

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650111 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide	Operations	1406		153,334	153,334	153,334.00	153,334.00	100% Complete
PHA-Wide	Management Improvements							
	1. Automated Systems Update (Update computers in administrative office)	1408		8,000	8,000			
	2. Automated Systems Training (Training for updated computers)	1408		2,000	2,000			
	3. Staff Training (EE training to keep employees up to date with HUD's requirements)	1408		4,000	4,000			
	4. Resident Activities (Drug Program)	1408		6,000	6,000			
PHA-Wide	Administration	1410		76,667	76,667	60,000.00	53,118.63	In-Progress
PHA-Wide	Fees and Costs	1430		83,841	83,841	40,000.00	25,148.75	In-Progress
	Sub-Total			333,842	333,842	253,334.00	231,601.38	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650111 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-1 Shenandoah High Rise	1. Replace smoke detectors in 77 units	1460	84 dets.	4,570	0			Moved to 2010
Shenandoah Family Development	1. Install energy efficient light fixtures in 70 units	1460	400 lights	71,500	6,630			From 2009 Approved 2010 Ann. Plan
	2. Replace smoke detectors in 70 units	1460	138 dets.	7,500	0			Moved to 2010
	3. Install energy efficient light fixtures in community room, halls, boiler rooms, lobby and outside	1470	27 lights	8,500	8,500			From 2009 Approved 2010 Ann. Plan
Ashland High Rise	1. Replace smoke detectors in 50 units	1460	80 dets.	3,890	0			Moved to 2010
	Sub-Total			95,960	15,130	0	0	

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² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650111 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-2 Minersville High Rise	1. Replace smoke detectors in 100 units	1460	155 dets.	9,740	0			Moved to 2010
	2. Repair to existing elevators, 12 floors replace motors, controls, buttons rollers, lighting, disconnect switches and emergency generator tie in, add r-regenerative units, AC in machine room	1460	2 elevator	300,000	270,000			
Minersville Family Development	1. Replace smoke detectors in 80 units	1460	168 dets.	8,900	0			Moved to 2010
St. Clair Family Development	1. Replace smoke detectors in 35 units	1460	79 dets.	3,100	0			Moved to 2010
	Sub - Total			321,740	270,000	0	0	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650111 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-3 Schuylkill Haven High Rise	1. Handicap renovations(1 roll in shower 2 faucets, wall fixtures, i interior door, 1 sink, 100 sq ft asbestos removal 1 toilet	1460	1 unit	0	30,000			From 2009 Approved 2010 Ann. Plan
	2. Repalce smoke detectors in 110 units	1460	125 dets.	8,590	0			Moved to 2010
	3. Repair s to existing elevators 12 floors, replace motors, controls, buttons, rollers, switches, disconnect switches, and emergency generator tie in regenerative units and AC in machine room	1460	2 elevator	0	67,700			From 2015 Approved 2011 Ann. Plan
Schuylkill Haven Family Development	1. Replace smoke detectors in 40 units	1460	82 dets.	3,340	0			Moved to 2010
	2. ADA renovations to 1 bathroom, 1 bedroom and walkway	1460	1 unit	0	50,000			New Work Item Part of Public Hearings

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² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650111 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-3	1. Replace smoke detectors	1460	80 dets.	3,200	0			Moved to 2010
Coaldale Housing Development	in 48 units							
	Sub - Total			15,130	147,700	0	0	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Schuylkill County Housing Authority				Federal FFY of Grant: 2011	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	August 2013		August 2015		
PA-16-1					
Shenandoah High Rise	August 2013		August 2015		
PA-16-2					
Minersville High Rise	August 2013		August 2015		
PA-16-3					
Schuylkill Haven High Rise	August 2013		August 2015		

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

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

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

Part I: Summary					
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650112 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2012 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	153,334			
3	1408 Management Improvements	16,671			
4	1410 Administration (may not exceed 10% of line 21)	76,667			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	70,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	395,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	55,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

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

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

Part I: Summary						
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650112 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2012 FFY of Grant Approval:	
Type of Grant						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	766,672				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	225,000				
Signature of Executive Director <i>Shannon J. Dale</i>		Date 11/04/11		Signature of Public Housing Director		
				Date		

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

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA26P01650112 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide	Operations	1406		153,334				
PHA-Wide	Management Improvements							
	1. Automated Systems Update (Update computers in administrative office)	1408		4,671				
	2. Automated Systems Training (Training for updated computers)	1408		2,000				
	3. Staff Training (EE training to keep employees up to date with HUD's requirements)	1408		4,000				
	4. Resident Activities (Drug Program)	1408		6,000				
PHA-Wide	Administration	1410		76,667				
PHA-Wide	Fees and Costs	1430		70,000				
	Sub-Total			316,672				

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Schuylkill County Housing Authority			Grant Type and Number Capital Fund Program Grant No: PA26P01650112 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-1 Shenandoah Family Development	1. Install energy efficient light fixtures in 70 units	1460	500 lights	75,000				From 2009 Approved 2010 Ann Plan
Ashland High Rise	1. Replace exterior and common area lights with energy efficient lights	1470	90 fixtures	20,000				From 2012 Approved 2011 Ann Plan
	2. Replace lights in 50 units with energy efficient light fixtures	1460	153 fixts	35,000				From 2012 Approved 2011 Ann Plan
	Sub-Total			130,000				

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Schuylkill County Housing Authority	Grant Type and Number Capital Fund Program Grant No: PA26P01650112 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2012
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Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PA-16-2	1. Replace 10 roof exhaust fans	1460	10 fans	35,000				New Work Item
Minersville High Rise	2. Replace 2 deep well pumps	1460	2 pumps	30,000				From 2014
								Approved
	3. Install energy light fixtures in 100 units, asbestos abatement	1460	300 fixts	60,000				2011 Ann Plan
								From 2009
								Approved
	4. Install energy efficient light fixtures in boiler rooms, common areas, laundry room, and exterior	1470	155 fixts	35,000				2010 Ann Plan
								From 2009
								Approved
								2010 Ann Plan
Minersville Family Development	1. Replace 80 100 AMP breaker panels new services cable 800 ft., 12 disconnect switches	1460	80 units	160,000				From 2012
								Approved
								2011 Ann Plan
	Sub-Total			320,000				

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Schuylkill County Housing Authority				Federal FFY of Grant: 2012	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	August 2014		August 2016		
PA-16-1					
Shenandoah High Rise	August 2014		August 2016		
PA-16-2					
Minersville High Rise	August 2014		August 2016		

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

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary		Locality (City/County & State)		<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
PHA Name/Number Schuylkill County Housing Authority		Schuylkill Haven, Schuylkill County, Pennsylvania				
A.	Development Number and Name	Work Statement for Year 1 FFY 2012	Work Statement for Year 2 FFY 2013	Work Statement for Year 3 FFY 2014	Work Statement for Year 4 FFY 2015	Work Statement for Year 5 FFY 2016
	PA-16-1 Shenandoah High Rise Shenandoah Family Dev. Ashland High Rise		0 290,000 0	0 0 0	0 0 0	100,000 0 180,000
	PA-16-2 Minersville High Rise Minersville Family Dev. St. Clair Family Dev.		80,000 0 0	0 380,000 0	110,000 0 0	100,000 0 0
	PA-16-3 Schuylkill Haven High Rise Schuylkill Haven Fam. Dev. Coaldale Family Dev.		0 163,000 0	0 0 115,000	450,000 0 0	100,000 0 0
B.	Physical Improvements Subtotal		533,000	495,000	560,000	480,000
C.	Management Improvements		20,000	20,000	20,000	20,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		80,000	86,674	80,000	86,674
F.	Other		80,000	91,719	80,000	106,719
G.	Operations		153,741	173,348	126,741	173,348
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		866,741	866,741	866,741	866,741
L.	Total Non-CFP Funds					
M.	Grand Total		866,741	866,741	866,741	866,741

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2</u> FFY <u>2013</u>			Work Statement for Year: <u>3</u> FFY <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	PA-16-1			PA-16-2		
	Shenandoah Fam. Dev.			Minersville Fam. Dev.		
	1. Replace storm doors in 70 units	140 doors	75,000	1. Replace storm doors in 80 units	160 doors	80,000
	2. Replace entrance doors in 70 units	140 doors	175,000	2. Replace entrance doors in 80 units	160 doors	200,000
	3. Replace electrical closet doors in 70 units	70 doors	40,000	3. Replace underground electrical conduit	80 units	100,000
	Sub-Total		290,000	Sub-Total		380,000
	PA-16-2			PA-16-3		
	Minersville High Rise			Coaldale Housing Dev.		
	1. Replace community room, lobby, front entrance windows & replace doors	47 windows 7 patio doors 4 entrance doors	80,000	1. Replace storm doors in 48 units	66 doors	33,000
				2. Replace entrance doors in 48 units	66 doors	82,000
Sub-Total		80,000	Sub-Total		115,000	
				Subtotal of Estimated Cost		\$ 495,000

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2</u> FFY <u>2013</u>			Work Statement for Year: <u>3</u> FFY <u>2014</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	PA-16-3					
	Sch. Haven Fam. Dev.					
	1. Replace storm doors in 40 units	81 doors	43,000			
	2. Replace entrance doors in 40 units	81 doors	120,000			
	Sub-Total		163,000			
	Subtotal of Estimated Cost		\$ 533,000			

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>4</u> FFY <u>2015</u>			Work Statement for Year: <u>5</u> FFY <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Sec	PA-16-2			PA-16-1		
Annual Statement	Minersville High Rise			Shenandoah High Rise		
	1. Replace domestic hot water tank	1 tank	100,000	1. Replace kitchens, refrigs, sinks, cabinets, stoves	77 units	100,000
	2. Replace circulating pumps	2 pumps	10,000	Ashland High Rise		
	Sub-Total		110,000	1. Replace gas fired boilers	2 boilers	80,000
	PA-16-3			2. Replace emergency generator	1 generator	100,000
	Sch. Haven High Rise			Sub-Total		280,000
	1. Replace hot & cold water lines with PEX tubing	110 units	200,000	PA-16-2		
	2. Replace kitchens with new cabinets, sinks, refrig., stoves	110 units	250,000	Minersville High Rise		
	Sub-Total		450,000	1. Replace kitchens, refrigs, sinks, cabinets, stoves	50 units	100,000
				Sub-Total		100,000
	Subtotal of Estimated Cost		\$ 560,000			

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2</u> FFY <u>2015</u>			Work Statement for Year: <u>3</u> FFY <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement				PA-16-3		
				Sch. Haven High Rise		
				1. Replace bathrooms	110 units	100,000
				tubs, showers, sinks		
				toilets, energy eff.		
				fixtures		
				Sub-Total		100,000
				Subtotal of Estimated Cost	\$	480,000

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2012	Work Statement for Year <u>2</u> FFY 2013		Work Statement for Year: <u>3</u> FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	PHA-Wide		PHA-Wide	
	Automated systems update (Update computers in administrative office)	8,000	Automated systems update (Update computers in administrative office)	8,000
	Automated systems training (Training for updated computers)	2,000	Automated systems training (Training for updated computers)	2,000
	Staff training (EE Training to keep employees up to date with HUD's requirements)	4,000	Staff training (EE Training to keep employees Up to date with HUD's requirements)	4,000
	Resident activities (Drug program)	6,000	Resident activities (Drug program)	6,000
	Subtotal of Estimated Cost	\$ 20,000	Subtotal of Estimated Cost	\$ 20,000

