Vendor Name
.RAYMOND SKINNER, SECRETARY
Annapolis Community Development
Annapolis Community Development Partners, LLC
Anne Arundel Affordable Housing Coalition
Anne Arundel Community Action Agency
Anne Arundel County Department of Health
ANNE ARUNDEL COUNTY FINANCE DEPT MS 1309
Anne Arundel District Court
Asbury UM Church
BLACK CHAMBER OF COMMERCE
Chief Michael Pristoop
DELTA PI OMEGA CHAPTER
DHCD
EASTPORT CIVIC ASSOCIATION
Elisha Saunders
FIRST BAPTIST CHURCH
HOLY TEMPLE CHURCH OF GOD
Honorable Chris Trumbauer
Honorable Frank Weathersbee
Honorable Frederick Paone
Honorable Ian Pfeiffer
Honorable Jared Littmann
Honorable Joe Budge
HonorablJohn C. Astle, Senator
Honorable Kenneth Kirby
Honorable Laura Neuman
Honorable Michael Pantelides
Honorable Rhonda Charles Pindell
Honorable Ron George
Honorable Ross Arnett
Honorable Sheila Finlayson
Landex Development, LLC
Legal Aid Bureau
Lighthouse Shelter
Maryland Department of Aging
MARYLAND DEPARTMENT OF HEALTH AND MENTAL
Michael Yeaky
MLK Committee
Mrs.Gail Smith
Ms. Carlesa Finney
Mt. Moriah AME Church
Mt. Olive AME Church
NAACP - MEMBERSHIP
NAACP UNIT 7008
Restoration Community Development
Rev. Dr. Willie Mason, Pastor
Samuel Little
St. Lukes Episcopal Church
Volunteer Center Anne Arundel County

Address	Apt #
MDHCD	100 COMMUNITY PLACE
	801 INTERNATIONAL DRIVE SUITE 110
	250 CROLL DRIVE
	P.O. BOX 4634
	P.O. BOX 1951- 251 WEST STREET
3 HARRY S TRUMAN PARKWAY	
	P.O. BOX 2700
	251 ROWE BLVD & TAYLOR AVE
Rev. Carlita Allen	87 WEST ST
	87 WEST STREET
CHIEF, ANNAPOLIS POLICE DEPARTMENT	190 TAYLOR AVE
ALPHA KAPPA ALPHA SORORITY	P O BOX 6269
P.O. BOX 500	
via email	
The Capital	2000 Capital Dr
REV. LOUIS BOSTON	31 W. WASHINGTON ST
708 BESTGATE RD	
COUNCILMAN, ARUNDEL CENTER	44 CALVERT ST
States Attorney	7 Church Cir, Suite 200
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
JAMES SENATE OFFICE BLDGE	
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
ANNE ARUNDEL CO. EXECUTIVE	44 CALVERT ST
MAYOR, CITY OF ANNAOLIS	160 DUKE OF GLOUCESTER ST
ALDERWOMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
Del. District 30, House Offic Bldg, Rm 152	6 Bladen St
ALDERMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
ALDERWOMAN, CITY OF ANNAPOLIS	160 DUKE OF GLOUCESTER ST
	801 INTERNATIONAL DRIVE STE 110
Ms. Margaret Leonard	229 HANOVER ST
	10 HUDSON ST
	301 W PRESTON STREET, Suite 107
6 ST PAUL ST. SUITE 1301	
Anne Arundel community College	101 College Parkway
P.O. BOX 371	
MAYOR'S OFFICE	160 DUKE OF GLOUCESTER ST
ANNE ARUNEL COUNTY PUBLIC SCHOOLS	2644 RIVA ROAD
Rev. Dr. A. D. Carter, Pastor	2204 BAY RIDGE AVE
Rev. Johnny R. Calhoun, Pastor	2 HICKS AV
	4805 MT. HOPE DRIVE
Jacqueline Boone Allsup, Pres.	PO BOX 6210
	1812 VIRGINIA STREET
Second Baptist Church	1808 POPLAR AV
	11958 LONG LAKE DRIVE STE. 200
	1101 Bay Ridge Ave
	2666 Riva Road, Suite 130

City	State	Zip
CROWNSVILLE	MD	21032
LINTHICUM	MD	21090
ANNAPOLIS	MD	21403
ANNAPOLIS	MD	21403
ANNAPOLIS	MD	21404
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21404
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
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ANNAPOLIS	MD	21401
LINTHICUM	MD	21090
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
BALTIMORE	MD	21201
BALTIMORE	MD	21202
ARNOLD	MD	21012-1895
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21403
ANNAPOLIS	MD	21401
BALTIMORE	MD	21215
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
ANNAPOLIS	MD	21401
REISTERSTOWN	MD	21136
ANNAPOLIS	MD	21403
Annapolis	MD	21401

PUBLIC NOTICE

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
ANNUAL AND FIVE YEAR PLAN PUBLIC HEARING

Due to inclimate weather and our office closings, the Housing Authority of the City of Annapolis (HACA) has extended the comment dates on its Annual and Five Year Plan. HACA will accept comments on the plan until April 20 2014. All comments received during the period of February 28 – April 14 2014 will be submitted to the U.S. Department of Housing and Urban Development (HUD) with HACA's annual submission on April 15 2014. All comments received during April 15-20 2014 will be submitted under separate cover to HUD on April 21 2014.

You are invited to join us on Monday, April 14 2014 at 6 p.m. and to be part of the discussion on HACA's Annual & Five Year Plan. HACA must submit a report to HUD annually detailing how HACA will use the funds provided by HUD and to outline any changes HACA wishes to make to any of its administrative and/or housing program policies. This is your opportunity join in the discussion. Those individuals wishing to make comments at the Public Hearing must sign in at the Speaker's Table and will be afforded three (3) minutes to state their view(s).

The meeting will be held in the gymnasium of the Rosalie E. Mitchell Community Center located at 1014 President Street, Annapolis, MD, 21403 and it will begin promptly at 6 p.m. Copies of the draft plan are available for viewing at HACA's main office, located at 1217 Madison Street, Annapolis, MD, 21403 as well as all HACA Property Management offices at Eastport, Harbour House, Newtowne-Twenty, Robinwood, Morris H. Blum Senior Apartments, Bloomsbury Square, Obery Court, Annapolis Gardens and Legal Aid.

If you cannot make the public hearing, written comments are welcome from February 28 2014 and all comments must be received on or before April 14 2014 by 4 p.m.

In an effort to assist you, HACA has copies of its plan and a brief Executive Summary of the major points that HACA will address at the Hearing at the following locations:

- 1217 Madison Street, Annapolis MD 21403

We are looking forward to seeing you on Monday, April 14, 2014, 6 p.m., at the Rosalie E. Mitchell Community Center gymnasium!

Sincerely,

Vincent O. Leggett,
Executive Director

EQUAL HOUSING OPPORTUNITY

PUBLIC NOTICE

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
ANNUAL AND FIVE YEAR PLAN PUBLIC HEARING

You are invited to join us on Monday, April 14 2014 at 6 p.m. and to be part of the discussion on HACA's Annual & Five Year Plan. HACA must submit a report to HUD annually detailing how HACA will use the funds provided by HUD and to outline any changes HACA wishes to make to any of its administrative and/or housing program policies. This is your opportunity join in the discussion. Those individuals wishing to make comments at the Public Hearing must sign in at the Speaker's Table and will be afforded three (3) minutes to state their view(s).

The meeting will be held in the gymnasium of the Rosalie E. Mitchell Community Center located at 1014 President Street, Annapolis, MD, 21403 and it will begin promptly at 6 p.m. Copies of the draft plan are available for viewing at HACA's main office, located at 1217 Madison Street, Annapolis, MD, 21403 as well as all HACA Property Management offices at Eastport, Harbour House, Newtowne-Twenty, Robinwood, Morris H. Blum Senior Apartments and Bloomsbury Square.

If you cannot make the public hearing, written comments are welcome from February 28 2014 and all comments must be received on or before April 14 2014 by 4 p.m.

In an effort to assist you, enclosed please find a brief Executive Summary of the major points that HACA will address at the Hearing.

We are looking forward to seeing you on Monday, April 14, 2014, 6 p.m., at the Rosalie E. Mitchell Community Center gymnasium!

Sincerely,

Vincent O. Leggett,
Executive Director

EQUAL HOUSING OPPORTUNITY

2014 Annual – Five-Year Plan Project

January 07, 2014	Kick off meeting & Delineation of Duties
February 6 2014	Executive Summary
February 25 2014	Senior Staff Operating Budget and Capital Fund Meeting
February 27, 2014	Capital Fund Distribution Meeting
February 28 2014	Consult with Consolidated Plan Agency
February 28 2014	City of Annapolis Consolidated Plan
February 28 2014	ROSS Grant Quarterly Reports
February 28, 2014	All Plan Attachments and Reports Due
February 28, 2014	Public Notice to be posted
February 28, 2014	Advertisement for Public Hearing to appear in publications
February 28, 2014	Hand delivery of copies of final draft plan to Commissioners
February 28, 2014	Mail invitation to public hearing to stakeholders
February 28 204	Save Documents to “G” Drive
March 10 2014	Program Staff Policy Work Session
March 13 2014	HACA Senior Staff and Legal Aid Work Session
March 17 2014	Senior Staff Policy Revision Work Session
March 19 2014	Resident Advisory Board Work Session
March 21 2014	Senior Staff Program Budget Final Work Session
March 24 2014	Congregate and ROSS Grant Staff Work Session
April 8, 2014	Board of Commissioners Work Session with Legal Aid
April 14, 2014	Public Hearing and Board Approval of the Annual and Five Year Plan
April 14, 2014	Last day to receive Written Comments
April 15, 2014	Submit to HUD

Carter-Richmond Methodology

The Management Questions developed for your program are based on the Carter-Richmond Methodology.* A description of the Carter-Richmond Methodology appears in the General Section of the NOFA.

* © The Accountable Agency – How to Evaluate the Effectiveness of Public and Private Programs," Reginald Carter, ISBN Number 9780978724924

Evaluation Process
An evaluation process will be part of the on-going management of the program.

The following are standard requirements that HUD expects of every program manager as part of their project management.

• Comparisons will be made between projected and actual numbers for both outputs and outcomes.
• Deviations from projected outputs and outcomes will be documented and explained on space provided on the "Reporting" Tab.
• Analyze data to determine relationship of outputs to outcomes; what outputs produce which outcomes.

The reporting requirements are specified in the program specific NOFA and your funding award.

HUD Will Use The Following Management Questions To Evaluate Your Program:

	Response to Management Questions	Measure	Answer
1	How many individuals had active training services plans? (unduplicated count)?	Persons	**18 (7 electrical and 11 phlebotomy)**
2	How many other individuals were serviced in another capacity? (unduplicated count)	Persons	**226 received service referrals (food bank, utility, health, etc.)**
3	What is the total cost to operate the ROSS Service Coordinator program? (salaries + administrative and other expenses)	Dollars	**$80,000 per year; $240,000 over 3 years**
4	What does it cost per person to offer service coordination services? (#3/#1)	Dollars	**$80,000 % 18 = $4,444**
5	How many persons were able to live independently and/or age in place as a result of being connected to services through this program?	Persons	**Not Available**
6	How many persons improved their living conditions/quality of life as a result of being connected to services through this program?	Persons	**226 +18**
7	How many persons obtained and maintained full-time employment for three months or longer during this reporting period?	Persons	**20**
8	How many persons involved in this program increased their annual earned income?	Persons	**20**
9	What was the average increase in annual household income?	Dollars	**100% increase bc previously unemployed**
10	How many households were eligible for the EITC?	Households	**20**
11	What is the average value of EITC's earned by households, if available?	Dollars	**Not Available**
12	What was the increase in revenue to the PHA resulting from higher rents paid by residents in this program?**	Dollars	**Not Available**
13	What is the average estimated dollar value of services received by persons transitioning to self-sufficiency during this grant period? This figure may be reached by calculating the value of match dollars.	Dollars	**Not Available**
14	What is the average estimated dollar value of services received by elderly/disabled persons remaining in independent living or improving their quality of life during this grant period? This figure may be reached by calculating the value of match	Dollars	**Not Available**
15	Describe the population you are serving. (Two sentence overview of the clients that you are serving in your program)	Population	**ouseholds with 2 or more children and young males with limite**
	If you are collecting client level data, identify the number of persons receiving services:		
16	How many persons receiving services are under the age of 6?	Persons	
17	How many persons receiving services are ages 6-17?	Persons	
18	How many persons receiving services are ages 18-30?	Persons	
19	How many persons receiving services are ages 31-50?	Persons	
20	How many persons receiving services are ages 51-61?	Persons	
21	How many persons receiving services are ages 62 and over?	Persons	

Explanation of Any Deviations From the Approved eLogic Model®

Our positive deviation in "outreach" is a result of an annual conference/workshop and other intermittent workshops we hold where our residents are provided a number of services including access to job training opportuities and educational programs, homebuying education and assistance, credit counseling and budgeting, health evaluations and suggested follow up, and other services that lead to self-sufficiency .

Carl O. Snowden
230 Garden Gate Lane
Annapolis MD 21403

Cynthia Carter
1311 Colony Drive
Annapolis MD 21403

Richard Callahan
155 Acton Road
Annapolis MD 21401

Debora Johnson
193 Bertina Nick Way
Annapolis MD 21401

Elizamae Robinson
213 Janwall Street
Annapolis MD 21401

Jeffrey C. Henderson
26 Pleasant Street
Annapolis MD 21401

Jacquelyn V. Wells
203 Bloomsbury Square
Annapolis MD 21401

Harbour House/E. Terrace:
Frank Wilson-President
1140 Madison Street, B-1
Annapolis, Maryland 21403

ROBINWOOD:
Carolyn O. Keene – President
1402 Tyler Avenue
Annapolis, Maryland 21403

Newtowne Twenty:
Glenda Smith – President
816-B Brooke Court
Annapolis, Maryland 21401

Morris H. Blum:
Sandra Chapman-Acting President
701 Glenwood Street, #713
Annapolis, Maryland 21401

Bloomsbury Square:
Jackie Wells – President
203 Bloomsbury Square
Annapolis, Maryland 21401

College Creek Terr./O'bery
Lillian Sturdivant – President
23 Bates Street
Annapolis, Maryland 21401

Annapolis Gardens
Deborah Odum – President
1820 Bowman Drive
Annapolis, Maryland 21401

Margaret Leonard
229 Hanover Street
Annapolis MD 21401

Mayor Michael Pantelides
160 Duke of Gloucester
Annapolis, MD, 21401

HACA'S ADMINISTRATIVE OFFICE
1014 President Street
ANNAPOLIS MD 21403

HACA'S ADMINISTRATIVE OFFICE
100 Bloomsbury Square
ANNAPOLIS MD 21401

HACA'S ADMINISTRATIVE OFFICE
1217 MADISON STREET
ANNAPOLIS MD 21403

HACA'S ADMINISTRATIVE OFFICE
701 GLENWOOD STREET
ANNAPOLIS MD 21401

HACA'S ADMINISTRATIVE OFFICE
1386 Tyler Avenue
Annapolis MD 21403

OBERY COURT MANAGEMENT OFFICE
100 BATES STREET
ANNAPOLIS MD 21401

HACA FRONT OFFICE COPY

VINCENT LEGGETT

CHIEF JOHNSON

MIRANDA WINGATE

RICHARD WALTON

WANDA STANSBURY

HEATHER WALKER

ANNAPOLIS GARDENS MGT. OFFICE
201 ADMIRAL DRIVE
ANNAPOLIS MJD 21401

haca

Housing Authority of the City of Annapolis

Memo

To: **Resident Council Presidents:** Frank Wilson, Carolyn Keene, Glenda Smith, Eddie Lee Brownlee, Jackie Wells, Lillian Studevent, Deborah Odum

From: Lanice Hall, Executive Assistant

Date: 3/7/2014

Re: The Housing Authority of the City of Annapolis Annual and Five Year Plan

---

A meeting with the RAB has been scheduled for March 13, 2013 to review HACA's draft of the Annual & Five Year Plan document and to solicit input from the RAB Board.

The meeting will be held at 11:00am in the Executive Conference Room of HACA's main office, 1217 Madison Street, Annapolis, MD 21403

Please contact Lanice Hall at 410-267-8000, Ext. 8201 and advise if you are able to attend this meeting.

.

Frank Wilson – President
1140 Madison Street, B-1
Annapolis MD 21403

Carolyn Keene – President
1402 Tyler Avenue
Annapolis MD 21403

Glenda Smith-President
816-B Brooke Court
Annapolis MD 21401

Eddie Brownlee-President
701 Glendwood St., Apt. 807
Annapolis MD 210401

Jacquelyn Wells-President
203 Bloomsbury Square
Annapolis MD 21401

Lillian Studevent-President
23 Bates Street
Annapolis MD 21401

Deborah Odum-President
1820 Bowman Drive
Annapolis MD 21401

Resolution Authorizing the Executive Director to Submit
2013 Annual Plan & Five year Plan to HUD

Resolution No. ADMIN 031814-

WHEREAS, the U.S. Department of Housing and Urban Development provided the Housing Authority of the City of Annapolis an annual capital grant allocation; and

WHEREAS, the Housing Authority is required to develop an Annual Plan and Five Year Plan including Capital Fund budgets; and

WHEREAS, the Housing Authority is required to hold a public hearing on the Annual and Five year Plan to obtain public comment on the Plans; and

WHEREAS, the Housing Authority did hold said public hearing on March XX, 2014 at the Rosalie E. Mitchell Community Center in the Harbour House/Eastport Terrace community at 6:00 p.m.; and

WHEREAS, the Public did provide both written and oral comments on the Plans.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners does hereby authorize the Executive Director to submit the 2013 Annual Plan and Five Year Plan including Lease, Grievance Policy, ACOP, and Administrative Plan and budgets to HUD on or before April 15, 2013 in draft.

RESOLVED this 18th day of March, 2014

The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting pursuant to Section 13-106 of the Housing and community Development Article of the Annotated Code of Maryland.

Carl O. Snowden, Chairman	☐ Approved	☐ Disapproved	☐ Abstain
Cynthia A. Carter, Vice Chairman	☐ Approved	☐ Disapproved	☐ Abstain
Richard Callahan, Treasurer	☐ Approved	☐ Disapproved	☐ Abstain
Phyliss Gibbs, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Deborah Johnson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Jeffrey C. Henderson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Elizamae Robinson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain

Resolution Authorizing the Executive Director to consult the Resident Advisory Board (RAB)

Resolution No. ADMIN 031814-02

WHEREAS, Section 511 of the United States Housing Act and the regulations under the U.S. Department of Housing and urban Development, 24Code of Federal Regulations-Part 903 require that Public Housing Authorities (PHAs) establish one or more Resident Advisory Boards(s) (RAB) as part of the Public Housing Authority Annual and Five-Year Plan process; and

WHEREAS, the Housing Authority of the City of Annapolis (HACA) has a Resident Advisory Board (RAB) comprised of a resident council representative from each public housing community, Section 8 project based program resident and/or a resident of HACA redevelopment properties; and,

WHEREAS, Several resident councils are in place in HACA communities that comply with tenant participation regulations in accordance with HUD, 24-CFR, Part 964; therefore; HACA must appoint this group or its representatives as the Resident Advisory Board—representing residents of public housing; and,

WHEREAS, Section 8 participants do not have resident councils, PHAs with a significant sized tenant-based assistance program must ensure that Section 8 participants are adequately represented or that reasonable efforts are made to secure their participation in the RAB. A significant sized tenant-based assistance program is defined as where at least 20% of the total PHA's program receives tenant-based assistance. HACA's Section 8 Housing choice Voucher program represents 48% of persons served by HACA; and,

WHEREAS, the Board of Commissioners has through due diligence with HUD representatives learned that the elected officers who comprise Resident Advisory Board may be any of the individuals appointed to the RAB. A non-public housing resident is not eligible to serve as a officer over public housing resident councils. The role of officer of a Section 8 participant under the RAB is limited to representation and consultation on the Annual and Five Year Plan; and,

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners does hereby resolve that should the appointed Resident Advisory Board members include a Section 8 participant or redevelopment community resident, that individual may serve as a member of RAB Annual Five-Year consultation board.

RESOLVED this 18th day of March, 2014

The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting pursuant to Section 13-106 of the Housing and community Development Article of the Annotated Code of Maryland.

Carl O. Snowden, Chairman	☐ Approved	☐ Disapproved	☐ Abstain
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Richard Callahan, Treasurer	☐ Approved	☐ Disapproved	☐ Abstain
Phyliss Gibbs, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Deborah Johnson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Jeffrey C. Henderson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain
Elizamae Robinson, Commissioner	☐ Approved	☐ Disapproved	☐ Abstain

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Board of Commissioners

Carl O. Snowden, Chair
Cynthia Carter, Vice Chair
Richard B. Callahan, Treasurer
Deborah A. Johnson
Jeffrey C. Henderson
Elizamae Robinson
Jacquelyn V. Wells

Executive Director
Vincent O. Leggett

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
ANNUAL AND FIVE YEAR PLAN
EXECUTIVE SUMMARY

Dear Signature Partners and Stake Holders:

You are invited to join us on Monday, April 14 2014 at 6 p.m. and to be part of the discussion on HACA's Annual & Five Year Plan. HACA must submit a report to HUD annually detailing how HACA will use the funds provided by HUD and to outline any changes HACA wishes to make to any of its administrative and/or housing program policies. This is your opportunity join in the discussion. Those individuals wishing to make comments at the Public Hearing must sign in at the Speaker's Table and will be afforded three (3) minutes to state their view(s).

The meeting will be held in the gymnasium of the Rosalie E. Mitchell Community Center located at 1014 President Street, Annapolis, MD, 21403 and it will begin promptly at 6 p.m. Copies of the draft plan are available for viewing at HACA's main office, located at 1217 Madison Street, Annapolis, MD, 21403 as well as all HACA Property Management offices at Eastport, Harbour House, Newtowne-Twenty, Robinwood, Morris H. Blum Senior Apartments and Bloomsbury Square.

If you cannot make the public hearing, written comments must be received on or before April 14 2014 by 4 p.m. In an effort to assist you, I have provided you a brief Executive Summary of the major points that HACA will address at the Hearing.

As you may know, the Housing Authority of the City of Annapolis has had two executive directors in the past eight years. There was a period in the not-so-distant past when HACA had five directors in seven years. Typically, the average tenure for an executive director is just below three years. The Board of Commissioners, under the leadership of Carl O. Snowden, selected me as the executive director of HACA in December 2010. Since that time the agency has achieved a number of significant accomplishments.

1217 Madison Street• Annapolis, MD 21403 • Phone: 410-267-8000 • Fax: 410-267-8290
TTY/TDD: 711

EQUAL HOUSING OPPORTUNITY

Most notable, in June 2011, HACA was removed from the "troubled housing list" by the U.S. Department of Housing and Urban Development after nearly 10 years of having this negative designation. Due to HACA's aging housing stock, the agency was still cited as being physically substandard. The hard work and concerted efforts of Joseph S. Johnson, chief of Public Safety, and his staff, has resulted in an innovative property maintenance and management system. The effort has earned HACA the HUD designation of "standard performer," based upon its 2012 review.

Public safety is another area in which the agency has progressed, but challenges remain. HACA and the Annapolis Police Department enjoy an excellent working relationship. According to city police crime statistics, overall crime is down on all HACA properties. Resident involvement is the key to the crime reduction strategy, coupled with strict lease enforcement by property management.

As a direct result of being removed from the "troubled housing list," the agency has been afforded an opportunity to compete for national HUD grants in the areas of self-sufficiency and resident opportunities. HACA has received nearly $1.1 million in grants primarily dedicated to staffing family self-sufficiency initiatives and programming, which is currently in its third year of existence.

We are currently in the process of redeveloping the Newtowne 20 community (78 units of family housing) and completing the third phase of the award winning re-development project of College Creek Terrace (61 units) and Obery Court (123 completed and re-occupied units.) Working closely with our development partners, we plan to invest nearly $30 million in private and public funds to upgrade HACA's aging housing stock and enhance the quality of life of our residents.

Eligible families will spend no more than 30 percent of their adjusted income toward housing; thus allowing them to concentrate their resources on breaking the cycle of poverty through improved education, health care and employment opportunities. Research shows a stable place to live provides the platform for growth and self-sufficiency regardless of race, color or creed. We believe your address should not determine your quality of life.

To date, the premier partnership of HACA is with the Anne Arundel Health Systems or more commonly known as Anne Arundel Medical Center. In 2013, HACA, AAMC and the City of Annapolis opened a patient-centered primary care unit in the Morris H. Blum Senior Apartments. The Community Medical Clinic is staffed with a full-time physician, registered nurse, medical assistants and related personnel. This program is a model of the state's new Health Enterprise Zone and the Maryland Health Exchange.

The program is designed to focus on improved access to medical services and preventive health care for the elderly and disabled residents of Morris H. Blum to include the surrounding Clay Street community and residents of public and mixed-income housing programs. In addition, the program is designed to minimize costly 911 calls and visits to the emergency room and to cut down on admissions and re-admissions to local hospitals. We are looking at expanding this concept and other health related services to our other properties over the coming years.

We hope that after your review of these highlights and challenges, you will agree that HACA is improving and is moving in the right direction to improve its service delivery. We thank you for your services and your support.

We are looking forward to seeing you on Monday, April 14, 2014, 6 p.m., at the Rosalie E. Mitchell Community Center gymnasium!

Sincerely,

Vincent O. Leggett,
Executive Director

EQUAL HOUSING OPPORTUNITY

.Raymond Skinner, Secretary
Mdhcd
100 Community Place
Crownsville, Md 21032

Anne Arundel Affordable Housing Coalition
P.O. Box 4634
Annapolis, Md 21403

Anne Arundel County Finance Dept Ms 1309
P.O. Box 2700
Annapolis, Md 21404

Black Chamber Of Commerce
87 West Street
Annapolis, Md 21401

Dhcd
P.O. Box 500
Crownsville, Md 21032

First Baptist Church
Rev. Louis Boston
31 W. Washington St
Annapolis, Md 21401

Honorable Frank Weathersbee
States Attorney
7 Church Cir, Suite 200
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Honorable Jared Littmann
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorable Kenneth Kirby
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapoliis, Md 21401

Honorable Rhonda Charles Pindell
Alderwoman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Annapolis Community Development
801 International Drive Suite 110
Linthicum, Md 21090

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P.O. Box 1951- 251 West Street
Annapolis, Md 21404

Anne Arundel District Court
251 Rowe Blvd & Taylor Ave
Annapolis, Md 21401

Chief Michael Pristoop
Chief, Annapolis Police Department
190 Taylor Ave
Annapolis, Md 21401

Holy Temple Church Of God
708 Bestgate Rd
Annapolis, Md 21401

Honorable Frederick Paone
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorable Joe Budge
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorable Laura Neuman
Anne Arundel Co. Executive
44 Calvert St
Annapolis, Md 21401

Honorable Ron George
Del. District 30, House Offic Bldg, Rm 152
6 Bladen St
Annapolis, Md 21401

Annapolis Community Development Partners, Llc
250 Croll Drive
Annapolis, Md 21403

Anne Arundel County Department Of Health
3 Harry S Truman Parkway
Annapolis, Md 21401

Asbury Um Church
Rev. Carlita Allen
87 West St
Annapolis, Md 21401

Delta Pi Omega Chapter
Alpha Kappa Alpha Sorority
P O Box 6269
Annapolis, Md 21401

Elisha Saunders
The Capital
2000 Capital Dr
Annapolis, Md 21401

Honorable Chris Trumbauer
Councilman, Arundel Center
44 Calvert St
Annapolis, Md 21401

Honorable Ian Pfeiffer
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorabljohn C. Astle, Senator
James Senate Office Bldge
Annapolis, Md 21401

Honorable Michael Pantelides
Mayor, City Of Annaolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorable Ross Arnett
Alderman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Honorable Sheila Finlayson
Alderwoman, City Of Annapolis
160 Duke Of Gloucester St
Annapolis, Md 21401

Lighthouse Shelter
10 Hudson St
Annapolis, Md 21401

Michael Yeaky
Anne Arundel Community College
101 College Parkway
Arnold, Md 21012-1895

Ms. Carlesa Finney
Anne Arunel County Public Schools
2644 Riva Road
Annapolis, Md 21401

Naacp - Membership
4805 Mt. Hope Drive
Baltimore, Md 21215

Rev. Dr. Willie Mason, Pastor
Second Baptist Church
1808 Poplar Av
Annapolis, Md 21401

Volunteer Center Anne Arundel County
2666 Riva Road, Suite 130
Annapolis, Md 21401

Landex Development, Llc
801 International Drive Ste 110
Linthicum, Md 21090

Maryland Department Of Aging
301 W Preston Street, Suite 107
Baltimore, Md 21201

Mlk Committee
P.O. Box 371
Annapolis, Md 21401

Mt. Moriah Ame Church
Rev. Dr. A. D. Carter, Pastor
2204 Bay Ridge Ave
Annapolis, Md 21403

Naacp Unit 7008
Jacqueline Boone Allsup, Pres.
Po Box 6210
Annapolis, Md 21401

Samuel Little
11958 Long Lake Drive Ste. 200
Reisterstown, Md 21136

Legal Aid Bureau
Ms. Margaret Leonard
229 Hanover St
Annapolis, Md 21401

Maryland Department Of Health And Mental
6 St Paul St. Suite 1301
Baltimore, Md 21202

Mrs.Gail Smith
Mayor's Office
160 Duke Of Gloucester St
Annapolis, Md 21401

Mt. Olive Ame Church
Rev. Johnny R. Calhoun, Pastor
2 Hicks Av
Annapolis, Md 21401

Restoration Community Development
1812 Virginia Street
Annapolis, Md 21401

St. Lukes Episcopal Church
1101 Bay Ridge Ave
Annapolis, Md 21403

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

2014

ANNUAL AND FIVE YEAR PLAN

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HOUSING AUTHORITY of the City of Annapolis

We Are Going Somewhere

The Housing Authority of the City of Annapolis

Annual and Five Year Plan

2014 - 2018

HACA
1217 Madison Street
Annapolis MD 21403

FEBRUARY 28, 2014

EQUAL HOUSING OPPORTUNITY

Vincent O. Leggett

HOUSING AUTHORITY OF THE CITY OF ANNAPOLOIS
ANNUAL AND FIVE YEAR PLAN
EXECUTIVE SUMMARY

Posted: Thursday, February 6, 2014 12:15 am

Guest Column: Progress at the Housing Authority By VINCENT O. LEGGETT CapitalGazette.com

The Housing Authority of the City of Annapolis has had two executive directors in the past eight years.

There was a period in the not-so-distant past when HACA had five directors in seven years. Typically, the average tenure for an executive director is just below three years.

The Board of Commissioners, under the leadership of Carl O. Snowden, selected me as the executive director of HACA in December 2010. Since that time the agency has achieved a number of significant accomplishments.

Most notable, in June 2011, HACA was removed from the “troubled housing list” by the U.S. Department of Housing and Urban Development after nearly 10 years of having this negative designation. Due to HACA’s aging housing stock, the agency was still cited as being physically substandard. The hard work and concerted efforts of Joseph S. Johnson, chief of Public Safety, and his staff, has resulted in an innovative property maintenance and management system.

The effort has earned HACA the HUD designation of “standard performer,” based upon its 2012 review.

Public safety is another area in which the agency has progressed, but challenges remain. HACA and the Annapolis Police Department enjoy an excellent working relationship. According to city police crime statistics, overall crime is down on all HACA properties. Resident involvement is the key to the crime reduction strategy, coupled with strict lease enforcement by property management.

As a direct result of being removed from the “troubled housing list,” the agency has been afforded an opportunity to compete for national HUD grants in the areas of self-sufficiency and resident opportunities. HACA has received nearly $1.1 million in grants primarily dedicated to staffing family self-sufficiency initiatives and programming, which is currently in its third year of existence.

We are currently in the process of redeveloping the Newtowne 20 community (78 units of family housing) and completing the third phase of the award winning re-development project of College Creek Terrace (61 units) and Obery Court (123 completed and re-occupied units.) Working closely with our development partners, we plan to invest nearly $30 million in private and public funds to upgrade HACA's aging housing stock and enhance the quality of life of our residents.

Eligible families will spend no more than 30 percent of their adjusted income toward housing; thus allowing them to concentrate their resources on breaking the cycle of poverty through improved education, health care and employment opportunities. Research shows a stable place to live provides the platform for growth and self-sufficiency regardless of race, color or creed. We believe your address should not determine your quality of life.

To date, the premier partnership of HACA is with the Anne Arundel Health Systems or more commonly known as Anne Arundel Medical Center. In 2013, HACA, AAMC and the City of Annapolis opened a patient-centered primary care unit in the Morris H. Blum Senior Apartments. The Community Medical Clinic is staffed with a full-time physician, registered nurse, medical assistants and related personnel. This program is a model of the state's new Health Enterprise Zone and the Maryland Health Exchange.

The program is designed to focus on improved access to medical services and preventive health care for the elderly and disabled residents of Morris H. Blum to include the surrounding Clay Street community and residents of public and mixed-income housing programs. In addition, the program is designed to minimize costly 911 calls and visits to the emergency room and to cut down on admissions and re-admissions to local hospitals. We are looking at expanding this concept and other health related services to our other properties over the coming years.

We hope that after your review of these highlights and challenges, you will agree that HACA is improving and is moving in the right direction to improve its service delivery. We thank those who serve our communities and we are asking for the continued support of the local community.

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

1.0 PHA Information

PHA Name: _____Housing Authority of the City of Annapolis_____ PHA Code:MD001

PHA Type: ☐ Small ☐ High Performing x☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): 2014 _____

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 790_____ Number of HCV units: 384 _____

3.0 Submission Type

x☐ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ 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	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years – Tab 3 of this submission.

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-Tab 4 of this submission.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
(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.

HACA has revised its Grievance Policy and during the comment and consultation process of the 2014 plan will make further updates to its Lease, ACOP and Administrative Plans based on comments received from HUD under sequestration under the HCV program, FASS and MASS under the Tenant Account Receivables indicators and comments received by Legal Aid.

The Plan is available for review at HACA's Administrative Office 1217 Madison Street, its Site Management Offices, Obery Court and Annapolis Gardens Management Offices and Legal Aid's Office-Tab 5 of this submission.

Plan Elements:

Tab – 7 Admissions Policy-HACA administers Site Based Waiting List for Low Rent, Obery Court Public Housing, Obery Court Project Based, Eastport Terrace, Harbour House, Newtowne-Twenty, Robinwood, Morris H. Blum Senior Apartments, Bloomsbury Square and Section 8 Tenant Based Vouchers.
Tab – 8 Section 8 Administrative Plan (proposed changes in bedroom assignments (pg 29) and Interim Recertifications (page 79)
Tab - 9 Statement of Financial Resources
Tab - 10 Statement of Policies governing rents charged for public housing and HCV programs
Tab – 11 HACA has worked diligently to improve its maintenance systems as well as service delivery. The protocol for addressing pest exterminations is contained on page 11 of the Maintenance Plan and have developed internal protocols to ensure timely treatment of reported bed bugs infestation.
Tab – 12 Grievance Policy
Tab – 13 Community Service
Tab – 14 Safety and Crime Prevention
Tab – 15 Pet Policy
Tab – 16 Civil Rights Certification
Tab – 17 Fiscal Year Audit
Tab - 18 Asset Management Statement
Tab - 19 Violence Against Women Act (VAWA.)

7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* TAB 20 - 7.0a HACA is seeking a redevelopment partner to redevelop Newtowne-Twenty. A copy of the RFP is attached. TAB 21 – 7.0b HACA anticipate submitting a Demolition and Disposition Application for Newtowne-Twenty, a copy of the site demographics and the RFP is attached. Section 7.0c Conversion of Public Housing is not Applicable. TAB 22– 7.0 d This attachment provides a description of homeownership program TAB 23 0 7.0e – Project Based Vouchers
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable. TAB 24 – 2013 Completed Capital Improvement Projects.
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 **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. TAB 25
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, 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. ***TAB 26***
8.3	**Capital Fund Financing Program (CFFP).** ☐ 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. Not/Applicable. HACA will use its HUD approved Replacement Housing Factor Funding as an investment to the Obery Court Phase III Redevelopment Project.
9.0	**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. TAB 27

9.1	**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.** **TAB 27**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (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 TAB 28. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Not Applicable (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. HACA is under a HUD Recovery Plan and have worked diligently to move its operations from Troubled Status and is now a Standard Performer. A copy of the Recovery Action Plan Progress is attached and serves as TAB 29.

11.0	**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. TAB 30 (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (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. 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, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

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

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 off ice 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/cffp.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.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

2014

ANNUAL AND FIVE YEAR PLAN

50075 Submission Document

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.

HACA strives to provide quality, affordable housing in safe, attractive communities for eligible families, the elderly, and persons with disabilities based on need and income. HACA expects all residents to make positive contributions to their communities and to work in partnership with HACA to improve the neighborhoods where they live. Through HACA's initiative "Pathways to Opportunities", HACA will encourage and will assist residents to seek a better life for themselves and their families and will provide supportive services through partnerships with local service, civic and faith based organizations. HACA's "Pathways to Opportunities" initiative is to guide residents to educational, training and employment opportunities thus increasing the likelihood of success outside of public housing.

TAB 4

5.2 Goals & 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.

2014-2015 PHA GOALS AND OBJECTIVES: Improve the Physical Conditions and Marketability of each Community and coordinate services that promote self-sufficiency to improve the income base for HACA and/or to prepare residents to move out of public housing and federal assisted programs dependency:

Objectives:

- Submit Demolition and Disposition Application for Newtowne-Twenty
- Explore Redevelopment Opportunities and Long Term Sustainability for Morris H. Blum Senior Apartments
- Implement Maryland EmPOWER Clean Energy Grant for Harbour House
- Reduce public housing vacancy rate to 3%
- Maintain an Occupancy rate of 98%
- Conduct 100% Annual Recertifications for all Programs
- Reconcile and Reduce Outstanding Tenant Account Receivables
- Develop a Capital Fund Strategy to improve all identified HUD Real Estate Assessment Conditions deficiencies
- Create alternate Funding opportunities to support the overall operation of all programs
- Continue Safe Communities partnership with the Annapolis Police Department
- Continue to manage and implement Performance Targets under the HUD Public Housing Recovery Plan
- Continue to manage and implement financial performance targets under the Housing Choice Voucher Sequestration Financial Improvement Plan
- Maintain a Balance Budget
- Improve Site Curb Appeal for each Community
- Conduct Public Housing Program Flat Rent Analysis
- Conduct Annual Utility Allowances Review for all programs
- Revise and Implement Annual Preventative Maintenance Program

- Transition from Centralized to Site-Based and Contract Maintenance Services
- Begin Redevelopment of Obery Court Phase III-61 Units
- Explore Redevelopment Opportunities for Newtowne-Twenty and Morris H. Blum Senior Apartments
- Promote participation in the ROSS Grants-Family Self Sufficiency (PTO-FSS) and Homeownership programs
- Develop a Mandatory Good Neighbor and Housekeeping Program
- Explore establishing a Non-Smoking Policy through-out HACA Communities
- Maintain Standard Performer status under the Public Housing Assessment System (Financial Assessment Sub-System, Management Assessment Sub-System and the Real Estate Assessment Sub System)
- Maintain High Performer status under the Section Eight Management Assessment System
- Expand HCV program to include landlord fairs to create additional housing opportunities
- Review Integrated Pest Management Programs
- Perform Enforcement of Non Smoking Policy for Morris H. Blum Senior Apartments (formerly Glenwood)
- Implement Renters Insurance Policy for all Public Housing Communities
- Review Income Targeting Regulations.

2016-2017 PHA GOALS AND OBJECTIVES: Improve the Physical Conditions and Marketability of each Community and coordinate services that promote self-sufficiency to improve the income base for HACA and/or to prepare residents to move out of public housing and federal assisted programs dependency. Complete Redevelopment of Obery Court Phase III and begin Redevelopment of Newtowne-Twenty:

- Perform Relocation Activities for Newtowne-Twenty
- Perform Demolition for Newtowne Twenty
- Develop Redevelopment Plan for Morris H. Blum Senior Apartments
- Prepare Demolition and Disposition Application for Morris H. Blum Senior Apartments
- Successfully complete HUD Public Housing Recovery Plan Requirements

- Achieve High Performer status under the Public Housing Assessment System (Financial Assessment Sub-System, Management Assessment Sub-System and the Real Estate Assessment Sub System)
- Maintain High Performer status under the Section Eight Management Assessment System
- Reduce public housing Vacancy Rate
- Achieve an Occupancy rate of 98% or Higher
- Conduct 100% Annual Recertifications for all Programs
- Reduce Outstanding Tenant Account Receivables
- Develop a Capital Fund Strategy to improve all identified HUD Real Estate Assessment Conditions Deficiencies
- Create alternate Funding opportunities to support the overall operation of all programs
- Continue Safe Communities partnership with the Annapolis Police Department
- Continue to manage performance targets under the Housing Choice Voucher Sequestration Financial Improvement Plan
- Maintain a Balance Budget
- Maintain Excellent Site Curb Appeal for each Community
- Conduct Public Housing Program Flat Rent Analysis
- Conduct Annual Utility Allowances Review for all Programs
- Effectively manage the Annual Preventative Maintenance Program
- Complete Redevelopment of Obery Court Phase III-61 Units
- Promote participation in the ROSS Grants-Family Self Sufficiency (PTO-FSS) and Homeownership programs
- Implement a Mandatory Good Neighbor and Housekeeping Program
- Implement Non-Smoking Policy through-out HACA Communities
- Expand HCV program to include landlord fairs to create additional housing opportunities
- Implement Integrated Pest Management Programs
- Enforce of Non Smoking Policy for Morris H. Blum Senior Apartments (formerly Glenwood.)

2018 PHA GOALS AND OBJECTIVES: Maintain the Physical Conditions and Marketability of each Community and coordinate services that promote self-sufficiency to improve the income base for HACA and/or to prepare residents to move out of public housing and federal assisted programs dependency. Complete Redevelopment of

Newtowne-Twenty and begin Redevelopment of Morris H. Blum Senior Apartments (formerly Glenwood Senior Development.)

- Perform Relocation for completed Redevelopment of Obery Court-Phase III
- Perform Relocation for Morris H. Blum Senior Apartments
- Begin Redevelopment of Newtowne-Twenty
- Achieve High Performer status under the Public Housing Assessment System (Financial Assessment Sub-System, Management Assessment Sub-System and the Real Estate Assessment Sub System)
- Maintain High Performer status under the Section Eight Management Assessment System
- Achieve an Occupancy rate of 98% or Higher
- Maintain Unit Turnaround of 20 Days or Less
- Conduct 100% Annual Recertifications for all Programs
- Reduce Outstanding Tenant Account Receivables
- Develop a Capital Fund Strategy to improve all identified HUD Real Estate Assessment Conditions deficiencies
- Create alternate Funding opportunities to support the overall operation of Self-Sufficiency programs
- Continue Safe Communities partnership with the Annapolis Police Department
- Continue to manage performance targets under the Housing Choice Voucher Sequestration Financial Improvement Plan
- Maintain a Balance Budget
- Maintain Excellent Site Curb Appeal for each Community
- Conduct Public Housing Program Flat Rent Analysis
- Conduct Annual Utility Allowances Review for all Programs
- Effectively manage the Annual Preventative Maintenance Program
- Promote participation in the ROSS Grants-Family Self Sufficiency (PTO-FSS) and Homeownership programs
- Maintain Mandatory Good Neighbor and Housekeeping Program
- Implement Non-Smoking Policy through-out HACA Communities
- Expand HCV program to include landlord fairs to create additional housing opportunities
- Manage Integrated Pest Management Programs
- Enforce Non Smoking Policy for Approved Communities.

2013 ACCOMPLISHMENTS

EXECUTIVE AND AGENCY-WIDE:

- HACA successfully secured funding in partnership with Pennrose Development for Obery Court Phase III-61 Units.
- HACA success in partnership with Anne Arundel Medical Center implemented a Health Senior at the Morris H. Blum Senior Apartments (formerly Glenwood Senior Apartments)
- Successfully in partnership with Pennrose Development Corporation redeveloped and reoccupied 63 units under Obery Court Phase II
- HACA held in partnership with the City of Annapolis its 3rd Annual Resident and Community "Pathways to Opportunities" Resource Fair
- HACA conducted a Physical Needs Assessment for its six Properties
- HACA implemented Energy Conservation and Savings Program in partnership with National Center for Housing Management
- HACA Continued a successful Inter-Agency Partnership with the City of Annapolis
- HACA successfully competed and received 5 ROSS Self Sufficiency Grants
- HACA in partnership with the Arundel Community Development Services, Inc. successfully competed and have been awarded a one million dollar Weatherization Assistance Grant for Harbour House for 161 Units:
    - ✓ Energy Star Boilers
    - ✓ Weather Stripping
    - ✓ Energy Star Lights
    - ✓ Door Sealing
    - ✓ Energy Star Air Conditioners
    - ✓ Energy Star Refrigerators
- HACA has successfully implemented the Martha Wood Community Service award that is presented to volunteers that provide programming and supportive services to HACA's residents and communities. This award is presented monthly by the Mayor and City Council of the City of Annapolis
- Received High Performer Status under Agency Risk Management Insurance and Loss Prevention Program.

MAINTENANCE MANAGEMENT AND SAFETY:

- HACA received a Standard Performer Designation under HUD Physical Assessment Sub-System (PASS) Annual Inspections

- HACA working with the National Center for Housing Management improved the Maintenance Operations in the areas of REAC, Work Orders and Inventory Management
  - ✓ Evaluated current Contracts for Priority and Necessity in relationship to Capital Funding
  - ✓ Verified that Capital Funds are used for Capital purposes
  - ✓ Evaluated use of Resources for Underfunded Maintenance and Modernization
  - ✓ Verified that the required Annual Inspections were being performed and generated Work Orders were being completed timely
  - ✓ Evaluated Maintenance and Staffing Levels, Skills Levels and performance as well as deployment of both Maintenance and Site Management Personnel
  - ✓ Evaluated and Modified it Maintenance Plan
  - ✓ Evaluated the use of previous REAC inspections reports for Capital Fund and Maintenance Service Delivery planning
  - ✓ Implemented Contract Unit Repair Service to improve Unit Turnaround and Occupancy
- Successfully completed several Capital Fund Projects:
  - ✓ Repaired the 8th Floor Deck at Morris H. Blum Senior Apartments
  - ✓ Replaced the awning at Morris H. Blum Senior Apartments
  - ✓ Installed CCTV Security Cameras at Harbour House and Morris H. Blum Senior Apartments
  - ✓ Painted Hallways in Harbour House
  - ✓ Installed additional lighting at Bloomsbury Square
  - ✓ Repaired 31 Units under Contract Services
  - ✓ Conducted Physical Needs Assessment and Energy Audits for all Properties
- HACA has continued its successful Cooperation Agreement with the Annapolis Police Department
- HACA conducted Community Clean-up Events in partnership with HACA's Resident Councils.

FINANCE AND ADMINISTRATION:

- Maintained a Balanced Budget
- Achieved Outstanding Performance Audit Rating (no audit findings or management points for four consecutive years.)
- Achieved Standard Performer under HUD's Financial Assessment Sub-System Finance Indicator
- Successfully implemented Electronic Fund Transfer
- Successfully implemented Positive Pay (to prevent fraud)
- Implemented contract with National Recovery Agency to collect delinquent balance due from formal Tenants (for the collections of outstanding payments due to HACA.)

- Successfully managed Project Based Budget/Accounting
- Revamped HACA website with New Content and Layout
- Updated all PCs hardware and software to latest platform and software revisions.

OPERATIONS AND COMPLIANCE:

- HACA received Standard Performer designation from HUD under its Public Housing Assessment Program
- HACA received High Designation from HUD under its Housing Choice Voucher Program
- HACA has performed the required Performance Strategies and Targets under the HUD Recovery Plan for Public Housing
- Achieved a 97% submission rate for Public Housing Annual Recertifications
- Achieved a 100% submission rate for the Housing Choice Voucher Program
- Successfully implemented Site-Based Wait Lists:
    - ✓ Low Rent
    - ✓ Eastport Terrace
    - ✓ Harbour House
    - ✓ Newtowne-Twenty
    - ✓ Harbour House
    - ✓ Morris H. Blum
    - ✓ Bloomsbury Square
    - ✓ Section 8 Tenant Based
    - ✓ Obery Court Public Housing
    - ✓ Obery Court Project Based
    - ✓ Public Housing Transfer
- Developed and implemented revised Grievance Process
- Develop a Resident Stipend Program to provide onsite Grounds, Community Center Maintenance and Health Advocacy Services
- Developed a “Good Neighbor” Mandatory Housekeeping Pre Occupancy Program
- Continue to Monitor and Report on Agency-Wide Audits and Required Submissions
- Continue to Develop and Update Agency Policies and Standard Operating Procedures.

HUMAN SERVICES AND SELF-SUFFICIENCY:

- Successfully coordinated the Annual Resident Resource Fair
- Successfully Implement Resident Opportunity Self Sufficiency Grants:
    - ✓ Eastport/Harbour House
    - ✓ Robinwood

  - ✓ Morris H. Blum
- Successfully secured Renewal Funding for the ROSS Grants
- Successfully competed and received a Family Self Sufficiency Public Housing Homeownership Program Development Grant
- Successfully implemented over 25 Resource and Community Partnerships
  - ✓ Drug Prevention Program
  - ✓ Site Mentoring Programs
  - ✓ Youth Athletic Programming
  - ✓ Summer Food Programming
  - ✓ Site Homework Program

Challenges:

- HUD Shrinking Operating Budget
- Identify Funding for Repair of Units previously under MOD status at Newtowne-Twenty
- Identify Funding for Window Replacement for Morris H. Blum Senior Apartments.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Comment [m1]:

GRIEVANCE POLICY AND PROCEDURE

Sec. 966.50 Purpose and Scope

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All grievances concerning the obligations of a ~~Complainant~~ Tenant and/or members of the ~~Complainant's~~ Tenant's household and the Housing Authority of the City of Annapolis ("Housing Authority"), ~~will be reviewed~~which adversely affect the Tenant's rights, duties, welfare or status in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), ~~which adversely affect the Complainant's rights, duties, welfare or status, and~~ shall be resolved in accordance with this "Grievance Policy and Procedure" ("Policy").

Sec. 966.51 Applicability

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(a) This Policy is applicable to all individual grievances with respect to the Housing Authority's action or its failure to act in accordance with the individual's lease or HUD and/or Housing Authority regulations which adversely affect the individual's rights, duties, welfare, or status except that this Policy shall not be applicable to any termination of tenancy or eviction that involves:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Complainants or employees of the Housing Authority;

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(2) Any violent or drug-related criminal activity on or off such premises;

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(3) Any criminal activity that resulted in felony conviction of a household member.

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(b) The Housing Authority may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction related to Sec. 966.51 (1-

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3) of this Policy. In the case of a grievance under the expedited procedure, Sec. 966.54 herein (informal discussion and settlement) is not applicable.

(c) HUD has determined that the Maryland procedure for: (1) An action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An action for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with HUD's due process determination. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Housing Authority is not required to afford an opportunity for a hearing in the above circumstances, and the Housing Authority has excluded the offer of the grievance procedure for terminations of tenancy/evictions as set forth above.

(d) Further, this Policy shall not be applicable to disputes between individuals not involving the Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of individuals and Housing Authority's Board of Commissioners.

Sec. 966.52 Requirements

(a) A Tenant may dispute, within the timeframes and procedures established herein, any Housing Authority action or failure to act, which actions include, but are not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice to transfer.

(b) Tenants will be given at least 30 days notice of any proposed changes to this Policy.

(c) A copy of this Policy shall be given to each tenant and to resident organizations.

Sec. 966.53 DEFINITIONS:

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(a) *COMPLAINANT* shall mean any Tenant, Applicant and/or Section 8 Participant whose grievance is presented to the Housing Authority for an informal discussion and settlement or a ~~formal~~ hearing as defined herein.

(b) *ELEMENTS OF DUE PROCESS*, shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Complainant of the grounds for terminating the tenancy and for eviction

(2) Right of the Complainant to be represented by legal counsel at the expense of the Complainant.

(3) Opportunity for the Complainant to refute the evidence presented in the Complainant file and/or presented during the ~~i~~nformal discussion and settlement ~~hearing~~ by PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have.

(4) A decision on the merits that the Complainant has the burden of proof.

(c) *GRIEVANCE* shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions and Continued Occupancy Policy (ACOP), Section 8 Administrative Plan or other HACA policies, and/or HUD regulations, which action or omission of an act adversely affect the individual Complainant's rights, duties, welfare or status.

(d) *HOUSING AUTHORITY or HACA or PHA* shall mean the Housing Authority of the City of Annapolis.

(e) *HEARING PANEL* shall mean a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Center.

(f) *HUD* shall mean the United States Department of Housing and Urban Development.

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(g) *POLICY* shall mean the "Grievance Policy and Procedure" contained herein.

(h) *~~COMPLAINANT~~TENANT* -shall mean the adult person (or persons, other than a live-in aide):

(1) Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit; or

(2) Who resides in the unit, and is the remaining head of household of the complainant family residing in the dwelling unit; or

(3) Who is an applicant on the public housing and/or S~~s~~ection 8 waiting list and/or a person who is a participant of the Housing Choice Voucher Program.

~~RIGHT TO A HEARING~~

~~Upon filing a verbal or written request to the property manager or program manager in accordance with this Policy, a Complainant shall be entitled to an inn informal hearing within five (5) business days of receiving notice of lease termination, program assistance termination any other notice that poses an adverse action to the household or any member within the household to comply with HUD federal regulation 24 Code of Federal Regulations (CFR) 966.55(a) or make a written request for a formal hearing within ten (10) business days of receiving a lease termination, program assistance termination and/or any other notice that poses an adverse action to the household or any member within the household to comply with HUD federal regulation 24 CFR 966.55(a) before the Hearing Panel as provided herein.~~

~~The written request shall specify:~~

- ~~The reasons for the grievance; and~~
- ~~The action or relief sought~~

~~DEFINITIONS~~

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COMPLAINANT shall mean any Tenant, Applicant and/or Section 8 Participant whose grievance is presented to the Housing Authority for an informal settlement or a formal hearing as defined herein.

ELEMENTS OF DUE PROCESS, as used in this Policy, shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the Complainant of the grounds for terminating the tenancy and for eviction
- Right of the Complainant to be represented by counsel at the expense of the Complainant.
- Opportunity for the Complainant to refute the evidence presented in the Complainant resident file and/or presented during the Informal Settlement hearing by PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have.
- A decision on the merits that the Complainant has the burden of proof.

GRIEVANCE shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions Continued Occupancy Policylan (ACOP), Section 8 Administrative Plan or other HACA policiesregulations, and/ or HUD regulations which adversely affect the individual Complainant's rights, duties, welfare or status.

HOUSING AUTHORITY or **HACA** or **PHA** shall mean the Housing Authority of the City of Annapolis.

HEARING PANEL shall mean a panel of five impartial individuals appointed by the **Board of Commissioners**. At least one panel member shall be a recommendation of the Resident Advisory Board Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Centermediation center.

HUD shall mean the United States Department of Housing and Urban Development.

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~~**POLICY** shall mean the "Grievance Policy and Procedure" contained herein.~~

~~**COMPLAINANT** shall mean the adult person (or persons, other than a live-in aide):~~

- ~~Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit; or~~
- ~~Who resides in the unit, and is the remaining head of household of the complainant family residing in the dwelling unit.; or~~
- ~~Who is an applicant on the public housing and/or section 8 waiting list and/or a person who is a participant of the Housing Choice Voucher Program.~~

Sec. 966.54 Mandatory ~~INFORMAL SETTLEMENT~~Informal Discussion & Settlement of Grievance

(a) Beginning the Grievance Process. To begin the grievance process, a Tenant, within five (5) business days of receipt of a notice of lease termination, program assistance termination or any other notice that poses an adverse action to the household or a member of the household, **must first** present a verbal or written grievance to the Property Manager or a Housing Authority official.

(b) Informal Discussion and Settlement. After presenting the grievance in accordance with 966.54 (a), the Tenant then becomes a Complainant and shall then be entitled to an informal discussion and settlement without a hearing within five (5) business days of receiving such notice.

(c) Summary of Discussion or Settlement. A summary of the discussion and settlement offered must be prepared within twenty-four (24) hours of the discussion by the Property Manager or other Housing Authority official involved in the discussion with the Complainant and copies hand delivered to both the Housing Authority Compliance Department and the Complainant. The

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Compliance Department must place a copy of the summary of the discussion and settlement offered in the Tenant's file and in the Complainant's pending grievance file.

(d) Contents of the Summary. ~~Any grievance may be personally presented in writing or received by mail in accordance with 24 CFR 966.55(a)--Procedures to Obtain a Hearing to the Property Manager/Program Manager within fiveten (days10)) business days of the date of notice of the Housing Authority's action or inaction (including, but not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice toof transfer) so that the grievance may be discussed informally and possibly settled without a hearing. A summary of such discussion shall be prepared within twenty-four hours and hand delivered to both the HACA Compliance (Operations) department and a copy given to the Complainanta reasonable time and one copy shall be given to and signed by the Ccomplainant and one copy retained in Housing Authority's in the Ccomplainant file Resident File (system notes) and a copy will be maintained within the the oofficial Grievance file. If the Complainant refuses to sign the informal settlement results notification, the HACA representative is to note the settlement letter and resident note and place a copy of the notice in the resident file. The Compliance department will place a copy of the informal settlement notice in the pending Grievance file.~~ The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

(e) Failure to Properly Initiate Grievance**.** The failure of the Complainant to properly initiate the grievance Policy by making a verbal or written request for an informal discussion and settlement within five (5) business days of the receipt of notice of adverse action (termination, rent increase, transfer, etc.) will forfeit the Complainant's right to an informal discussion and settlement, and to an informal hearing by the Hearing Panel.

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Sec. 966.55 PROCEDURES TO OBTAIN A HEARING

(a) Written Request for a Hearing. If the Complainant complies with the grievance procedures for a discussion and informal settlement in accordance with Sec. 966.54 (a) above and 24 CFR 966.54, which is a prerequisite to a hearing (CFR 966.55(d)), and deems the settlement offered unsatisfactory, then in accordance with 24 CFR 966.55(a) the Complainant may submit a written request for a hearing to the Housing Authority or the Property Manager within ten (10) business days of receiving the summary of the informal discussion and settlement offered pursuant to 24 CFR 966.54.

(b) Contents of the Written Request. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought.

(c) Failure to Request a Hearing with Hearing Panel. If the Complainant fails to request a hearing with the Hearing Panel after compliance with the informal discussion and settlement procedure or fails to submit a timely request for a hearing, then the Housing Authority's disposition of the grievance under the informal settlement procedure in accordance with 24 CFR 966.54 shall become final.

(d) Show Good Cause. If the Complainant failed to comply with Sec. 966.54 (a) by failing to request an informal discussion and settlement and desires a grievance hearing, Complainant must request a grievance hearing in writing within ten (10) business days of notice of adverse action and must show good cause to the Hearing Panel why he or she failed to proceed in accordance with 966.54 (a) in order for the Hearing Panel to waive this prerequisite or condition precedent to a grievance hearing. 24 CFR 966.55(d).

(e) Failure Not a Waiver. A Complainant's failure to request a hearing with the Hearing Panel shall not constitute a waiver by the Complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate court proceeding, or to appeal to the Board of Commissioners

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only in a case where a federal regulation and/or Housing Authority policy has been violated.

(f) Escrow Deposit for Rent Violations. Before a hearing is scheduled in any grievance involving the amount of rent (defined in 24 CFR 966.4) that the Housing Authority claims is due, the Complainant must pay an escrow deposit to HACA in an amount equal to the amount of rent due and payable as of the first of the month, preceding the month in which the act or failure to act took place. 24 CFR 966.55(2)(e). In the case of monthly rent going forward, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

(g) Escrow Waiver. HACA must waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 CFR 5.630 or 5.615.

(h) Escrow Non-Payment. Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the Complainant's grievance, provided that failure to make payment shall not constitute a waiver of any right the Complainant has to contest the Housing Authority's disposition of the grievance in any appropriate judicial (court) proceeding.

(i) Scheduling the Hearing. When timely and properly requested and granted, a grievance hearing will be scheduled and conducted within ten (10) business days by an impartial Hearing Panel and scheduled at a time and place convenient for the Complainant, the Housing Authority and the Hearing Panel.

(j) Written Notification. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by the Housing Authority.

(k) Complaint to HUD. T~~t~~he Complainant may make a request to HUD if it ~~is~~ believes ~~that~~ the Housing Authority's notice of ~~decision~~adverse action was based

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on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

(l) Composition of Hearing Panel. The Hearing Panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Anne Arundel Conflict Resolution Center. The Complainant representative or any other member on the Hearing Panel shall not be an employee or agent of the Housing Authority.

(m) Presiding Officer. The members of a Hearing Panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

(n) Notice to Complainant. The Complainant shall be informed of the composition of the hearing panel that will hear the grievance. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing.

(o) Hearing Panel Member Disqualification. A Hearing Panel member may be disqualified from sitting on the Hearing Panel if the member: (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA; or (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a Hearing Panel member is disqualified, the remaining Hearing Panel members shall decide the issue.

(p) A Quorum. A minimum of three panel members shall constitute a quorum. The Hearing Panel's decision must be made by a majority vote unless the panel is composed of only three members, in which case the vote must be unanimous to decide against the Tenant.

~~COMPOSITION AND SELECTION OF HEARING PANEL~~

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The hearing panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Mediation Center. The Complainant representative or any other member on the hearing panel shall not be an employee of the HACA or HACA management agents.

The members of a hearing panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

The failure of the Ccomplainant to submit a written request for aa formal settlement within five (5) business days of the notice of adverse action (termination, rent increase, transfer, etc.) will end the right for an informal settlement hearing. Failure of the Complainant to make a written request for a formalGrievance hearing discussion within five (5)ten business days (10) of the informal settlement agreement summary and failure to submit a written request within ten (10) business days of notice of adverse action (termination, rent increase, transfer, etc.) results shall terminate the Ccomplainant's right to an in formal settlement hearing and Grievance hearing under this Policy. If a Complainant is not satisfied with the results of an informal settlement meeting, the Complainant has the right to make a written request for a Grievance hearing within ten (10) business days of the notice of adverse action. If an Complainant is dissatisfied with the Grievance Panel decision, the decision of the Grievance Panel is binding unless the following applies within (ten (10) business days of the Panel decision) and promptly notifies the Complainant may appeal to the Board of Commissioners if the denial represents a violation of its determination, that (1) The grievance does not concern PHA action or failure to act in accordance with or involving the Complaint's lease on PHA regulations, which adversely affect the Complainant's rights, duties, welfare of status; (2) The decision of the Hearing Officer or Panel is contrary to a specific applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA in accordance with 24 CFR 966.57(b.)

A decision by the Hearing Officer or Hearing Panel, or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall notHowever, such failure shall not constitute a waiver of, nor affect in any manner whatever, any rights of the Ccomplainant in whole or in part may have to a trial de novo or judicial review in any judicial proceedings to contest the Housing Authority's action or

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inaction which may thereafter be brought in the matter in accordance with 24.CFR 966.67(b)and(c.). or the disposition of a grievance to a formal hearing to the Board of Commissioners or in an appropriate judicial proceeding. Additionally, each Ccomplainant and/ or their respective representative(s) have a right to refer complaints to HUD if the Ccomplainant believes HACA's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

The Property or Program Manager may consider the reason(s) for the failure to submit a timely request or appear and may extend the time by which to submit the request or reschedule the informal discussion in writing, both the Complainant and the HACA representative must agree to the date and time.

COMPOSITION AND SELECTION OF HEARING PANEL

The hearing panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Mediation Center. The Complainant representative or any other member on the hearing panel shall not be an employee of the HACA or HACA management agents.

The hearing panel shall be informed of the composition of the hearing panel that will hear the complaint. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing. A hearing panel member may be disqualified from sitting on the hearing panel if the member (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA, (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a hearing panel member is disqualified, the remaining hearing panel members shall decide the issue. A minimum of three panel members shall constitute a quorum. The decision will be made by a majority vote unless the panel is composed of only three members, in which case the vote must be unanimous to decide against the tenant.

The members of a hearing panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

PROCEDURE TO OBTAIN A HEARING

Request for hearing. The Complainant shall submit a written request for an informal settlement meeting with the manager within five (5) business day of receiving notice of adverse action (termination, rent adjustment, transfer etc.) If the Complainant does not wish to have an informal settlement meeting, they still have a right to request a Grievance hearing within ten (10) business formal hearing to the Housing Authority or the development site office within ten 10 business days after receipt of the summary discussion in the informal settlement or the decision not to enter into an informal settlement meeting. of grievance. The written request shall specify:

- The reason forof the grievance; and
- The action orf relief sought**Sec. 966.56**

Failure to request a hearing. If the Complainant does not request a formal hearing or fails to submit a timely request for a hearing, then the Housing Authority's disposition of the grievance under the informal settlement procedure shall become final, provided that failure to request a formal hearing shall not constitute a waiver by the Complainant of his right hereafter to contest Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding., or to the Board of Commissioners if a federal regulation and/or Agency policy has been violated and/or the Complainant may make a request to HUD if it is believe that the decision was based on race, color, religion, sex, sexual orientation, national origin, familial status or disability..

Hearing Prerequisite. All grievances shall be personally presented in writing, pursuant to the informal procedure as a condition precedent to a formal hearing written request under this Section, provided, that if the Complainant shows good cause why he/she failed to proceed in accordance with the informal settlement procedure to the Hearing Panel, the provisions of this Subsection may be waived by the Hearing Panel if the Complainant opt to waive the right to an informal settlement review with property and/or program manager.

Escrow deposit. In accordance with 24 CFR 966.55(2)(e), bBefore a hearing is scheduled in anyany grievance involving thean amount of monthly (defined in 24 CFR 966.4) that the PHA claims is due,rent, the Complainant mustshall pay to the Housing Authority as an escrow deposit to HACA., Ananan amount equal to the amount of rent is due and payable as of the first of the month, precedingproceeding the month in which the act or failure to act took place. Before hearing any grievance involving an amount of retroactive rent, the

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Complainant shall pay to the Housing Authority as an escrow deposit, an amount equal to the amount of retro-active rent due to the Housing Authority. In the case of monthly rent, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

HACA mustwill waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 Code of Federal Regulation (CFR) 5.630 or 5.615.

Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the Grievance procedure, in this Section, provided, that failure to make payment shall not constitute a waiver of any right the Complainant hasmay have to contest the Housing Authority's disposition of the grievance in any appropriate judicial proceeding.

Scheduling of hearings. Upon the Complainant's compliance with the requirements of this Section, a hearing shall be scheduled by a Housing Authority staff member promptly within ten (10) business days of receipt of Escrow Deposit verification and the request for hearing, convenient to both the Complainant and the Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by a representative of the Housing Authority.

Procedures Governing the Hearing

(a) Hearing Panel. The hearing shall be held before a Hearing Panel as defined above.

(b) Location of Hearing. The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.

(c) Fair Hearing. The Complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity before the grievance hearing to examine all information regarding the adverse action and presented to the Hearing Panel, and all Housing Authority documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at the Complainant's expense. When no informal settlement meeting is held the Hearing Panel will provide the Complainant an

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opportunity to review the material prior to the start of the hearing proceedings.

(2) The right to be represented by counsel or other person(s) chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.

(3) The right to a private hearing.

(4) The right to present evidence and arguments in support of Tenant's complaint, to controvert evidence relied on by the Housing Authority or project manager, and to confront and cross-examine all witnesses.

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(d) Failure to Appear. If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed ten (10) business days or make a determination that the party has waived his or her right to a hearing.

(e) Notification of Determination by Hearing Panel. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination does not waive the right of the Complainant to contest the Housing Authority's disposition of the grievance to the Board of Commissioners in the instance of policy and/or regulatory violation(s) only and/or in an appropriate judicial proceeding.

(f) Burden of Proof. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought (has the burden of proof) and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.

(g) Informal Hearing. The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

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(h) Conduct During Hearing. The Hearing Panel shall require the Housing Authority, the Complainant, the Complainant's counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.

(i) Reasonable Accommodations. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a certified sign language interpreter, reader, and accessible locations and attendants. If the Complainant is visually impaired, any notice to the Complainant that is required under this Policy will be in an accessible format and/or an agreeable format for both parties.

(j) Transcripts of Hearing. The Complainant or the Housing Authority may arrange, in advance at the expense of the party requesting the arrangement, for a transcript of the hearing.

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Sec. 966.57 DECISION OF THE HEARING PANEL

(a) Written Decision. The Hearing Panel shall prepare a written decision, together with the reasons therefore, within ten (10) business days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the Complainant's Grievance and Tenant folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective Complainant, their representative, or the Hearing Panel. All requested documents such as: recording, transcript and copies from the file will be at the Complainant's expense based on reasonable costs associated with the request.

(b) Binding. The decision of the Hearing Panel shall be binding on the Housing Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision.

(c) Notice to Vacate. If the Hearing Panel upholds the Housing Authority's action to terminate the tenancy of a Complainant, the Housing Authority shall not commence an eviction or ejectment action in State or local court until after it has served a notice to

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vacate to the Complainant, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the Complainant fails to quit (leave) the premises within the applicable statutory period or on the termination date appropriate action will be brought against the respective Complainant and he or she may be required to pay court costs and attorneys' fees.

(d) Right to Appeal to Board of Commissioners. If a Complainant is dissatisfied with the Hearing Panel's decision, the Complainant may appeal to the Board of Commissioners only if:

(1) the grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations, which adversely affect the Complainant's rights, duties, welfare of status; or

(2) the decision of the Hearing Panel is contrary to a specific applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority in accordance with 24 CFR 966.57(b) (1-2).

(e) Right to Appeal in Judicial Proceeding. A decision by the Hearing Panel or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant in whole or in part may have to a trial de novo or judicial review in any judicial proceedings to contest the Housing Authority's action or inaction which may thereafter be brought in the matter in accordance with 24.CFR 966.57(b)and(c.).

(f) Right to Refer to HUD. Additionally, each Complainant and/ or their respective representative(s) have a right to refer complaints to HUD if the Complainant believes the Housing Authority's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

Sec. 966.58 ~~Grievance File Management.~~ Grievance File Management

(a) Separate File. Upon receiving a request for a grievance hearing or appeal or review of a HACA decision by a Complainant, the Housing Authority shall create

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a separate file from its Tenant file for the ~~Complainant which~~Complainant, which shall only contain documents related to the grievance hearing.

(b) Case Number. Each grievance file shall be assigned an individual case number.

Sec. 966.59 Notices

(a) Delivery. All notices under this grievance Policy shall be deemed delivered:

(1) upon personal service upon the Complainant or an adult member of the Complainant's household; or

(2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or

(3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

(b) Delivery to Visually Impaired. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

Sec. 966.60 MODIFICATION

(a) Approval of Board of Commissioners. This grievance Policy may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority present at a regular meeting or a special meeting called for such purposes.

(b) Notice to Tenants. In addition to the forgoing, any changes proposed to be made to this grievance Policy must provide for at least thirty (30) days advance notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and must be approved by the Board of Commissioners before final adoption of any amendments hereto.

~~**PROCEDURES GOVERNING THE HEARING**~~

~~The hearing shall be held before a Hearing Panel as defined above.~~

~~The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.~~

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The Complainant shall be afforded a fair hearing, which shall include:

- The opportunity to examine all information regarding the adverse action, will be conducted during the informal settlement meeting and/or presented by the Grievance Panel before the grievance hearing, all any Housing Authority documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at the complainant's expense. When no informal settlement meeting is held the Grievance Panel will provide the Complainant with an opportunity to review the material, prior to start of the hearing proceedings.If the Housing Authority does not make the document available for examination upon request by the Complainant, the Housing Authority may not rely on such document(s) at the grievance hearing.

- The rights to be represented by counsel or other person(s) chosen as the complainant's representative and to have such person make statements on the complainant's behalf.

- The right to a private hearing unless the Complainant requests a public hearing and the Hearing Panel agree to a public hearing. This shall not be construed to limit the attendance if persons with a valid interest in the proceedings.

- A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed tenfive (105) business days or make a determination that the party has waived their right to a hearing. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination does not that the Complainant has waived the his right of the Complainant to a hearing shall not constitute a waiver of any right the Complainant may have to contest Housing Authority's deposition of the grievance to the Board of

~~Commissioners in the instance of a policy and regulatory violation(s) only and/or in an appropriate judicial proceeding.~~

~~At the hearing, the Complainant must first make a showing of an entitlement to the relief sought (has the burden of proof) and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.~~

~~The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require the Housing Authority, the Complainant, the Complainant's counsel and other participants or spectators to conduct them in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.~~

~~The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a certified sign language interpreter, reader, and accessible locations and attendants.~~

~~If the Ccomplainant is visually impaired, any notice to the Ccomplainant that is required under this Policy will be in an accessible format and/or an agreeable format for both parties.~~

~~DECISION OF THE HEARING PANEL~~

~~The Hearing Panel shall prepare a written decision, together with the reasons therefore, within a ten (10) business days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the complainant's Grievance and Complainant folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective Ccomplainant, their representative, or the Hearing Panel. All requested documents such as; recording, transcript and copies from the file will be at the Complainant expense based on reasonable cost associated with the request.~~

~~APPEALS~~

If the decision is in favor of HACA, the Complainant may appeal this decision to the Board of Commissioners in writing within ten (10) business working days of Complainant Complainant's of the date of the letter rendering the decision if the decision violates a specific policy and/or federal regulation.

The decision of the Hearing Panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the decision of the panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority. If such determination is made, the ComplainantExecutive Director shall notify the Complainant within (15) working days of receipt of the Hearing Panel's decision to include the complainant's right to appeal to the Board of Commissioners, HUD and/or to the appropriate judicial court for review.

Has the right to appeal to the appropriate judicial authority for a judicial proceeding. A decision by the panel in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or part shall not constitute a waiver of, nor affect in any matter whatever, the rights of the Complainant has to a trial or judicial review in any proceedings, which may thereafter be brought in the matter.

PHA EVICTION AND/OR DENIAL ACTIONS

If a complainant has requested a hearing in accordance with the Policy on a complaint involving a Housing Authority notice of termination of tenancy and the Hearing Panel uphold the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action to State or local court until it has served a notice to vacate to the Ccomplainant, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the Ccomplainant fails to quit (leave) the premises within the applicable statutory period or on the termination date appropriate action will be brought against the respective Ccomplainant and he/she may be required to pay court costs and attorneys' fees.

APPLICABILITY

This grievance procedure is applicable to all individual grievances which a Complainant may have with respect to the Housing Authority's action or its failure to act in

accordance with the individual Complainant's Lease, HUD and/or Housing Authority regulations which adversely affects the individual Complainant's rights, duties, welfare, or status except that this procedure shall not be applicable to any termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Ccomplainants or employees of the Housing Authority;
- Any violent or drug-related criminal activity on or off such premises;
- Any criminal activity that resulted in felony conviction of a household member.

HUD has determined that the Maryland procedure for: (1) and action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An eviction for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with due process. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Authority is not required to afford an opportunity for a hearing in the above circumstance, and the Authority has excluded the offer of from tthe grievance procedure for terminations of tenancy/evictions as set forth above.

This Policy shall not be applicable to disputes between Complainants not involving Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Complainants and Housing Authority's Board of Commissioners.

NOTICES

All notices under this grievance shall be deemed delivered: (1) upon personal service therefore upon the Complainant or an adult member of the Complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

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HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

~~**MODIFICATION**~~

~~This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the forgoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Complainants and Complainant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and approved by the Board of Commissioners before final adoption of any amendments hereto.~~

~~4/18/2011 8:03 AM (revised 2.27.13)~~

EQUAL HOUSING OPPORTUNITY

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TAB 6

HOUSING AUTHORITY OF THE CITY OF ANNAPOLOS

2014

ANNUAL AND FIVE YEAR PLAN

LOCATIONS FOR PUBLIC REVIEW

1. HACA's Administrative Office	1217 Madison Street, Annapolis MD 21403
2. HACA's Management Office	701 Glenwood Street, Annapolis MD 21401
3. HACA's Management Office	1386 Tyler Avenue, Annapolis MD 21403
4. HACA's Management Office	1014 President Street Annapolis MD 21403
5. HACA's Management Office	100 Bloomsbury Square, Annapolis MD 21401
6. Obery Court Management Office	100 Bates Street, Annapolis MD 21401
7. Annapolis Gardens Mgt. Office	201 Admiral Drive, Annapolis MD 21401
8. Legal Aid	229 Hanover Street, Annapolis MD 21401
9. HACA Website	www.hacamd.org

haca

TAB 7

Housing Authority City of Annapolis Admission and Continued Occupancy Policy

1217 Madison Street
Annapolis Maryland 21403
410 -267-8000
TDD/TYY: Dial 711

Vincent O. Leggett, Executive Director

2013 APPROVED

FEBRUARY 28 2014

EQUAL HOUSING OPPORTUNITY

2010 REVISED ACOP – BOARD RESOLUTION NO. 072710-26- AUGUST 24, 2010
HUD APPROVAL DATE 1.14.11
Legal Aid Comments on behalf of Resident Advisory Board April 7 and 11 2011
2011 REVISED ACOP – Board Resolution No. 0411114-Approal Date April 11 2011 HUD APPROVAL 6.30.11
HUD Approval Date of 2012 Policy – May 15 2013
HUD Approval Date of 2013 Policy – July 24 2013

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines The Housing Authority of the City of Annapolis's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of The Housing Authority of the City of Annapolis to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under The Housing Authority of the City of Annapolis's programs.

To further its commitment to full compliance with applicable Civil Rights laws, The Housing Authority of the City of Annapolis will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at The Housing

Authority of the City of Annapolis office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of the City of Annapolis will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. The Housing Authority of the City of Annapolis will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of The Housing Authority of the City of Annapolis housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines The Housing Authority of the City of Annapolis will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, The Housing Authority of the City of Annapolis will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

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2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, The Housing Authority of the City of Annapolis will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, The Housing Authority of the City of Annapolis will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Annapolis will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Annapolis's business is housing. If the request would alter the fundamental business that The Housing Authority of the City of Annapolis conducts, that would not be reasonable. For instance, The Housing Authority of the City of Annapolis would deny a request to have The Housing Authority of the City of Annapolis do grocery shopping for a person with disabilities.

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2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, The Housing Authority of the City of Annapolis may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, The Housing Authority of the City of Annapolis retains the right to be shown how the requested accommodation enables the individual to access or use The Housing Authority of the City of Annapolis's programs or services.

If more than one accommodation is equally effective in providing access to The Housing Authority of the City of Annapolis's programs and services, The Housing Authority of the City of Annapolis retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by The Housing Authority of the City of Annapolis if there is no one else willing to pay for the modifications. If another party pays for the modification, The Housing Authority of the City of Annapolis will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, The Housing Authority of the City of Annapolis will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

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3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Housing Authority of the City of Annapolis will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families.

4.0 FAMILY OUTREACH

The Housing Authority of the City of Annapolis will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, The Housing Authority of the City of Annapolis will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of the City of Annapolis will also try to utilize public service announcements.

The Housing Authority of the City of Annapolis will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Privacy Act Statement.
Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant. Electronic Income Verification (EIV) for anyone over the age of 18 can not be provided to anyone other

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than the person whose income was verified. For youth under the age of 18, only the Head of Household on the same HACA lease as the youth can have access to that youth's EIV information. All EIV information requests must be made in writing.

6.0 REQUIRED POSTINGS

The Housing Authority of the City of Annapolis will post, at its main office located at 1217 Madison Street, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

D. Income Limits for Admission

E. Excess Utility Charges

F. Utility Allowance Schedule

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

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L. Resident Safety Policy

M. Violence Against Women Act Policy

N. Non Smoking Policy

O. Non Car Washing Policy

P. Banning Policy

Q. Any current Housing Authority of the City of Annapolis Notices

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7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. An application may be mailed to a potential applicant; however, applications will only be accepted in person during the hours of 9 AM to 4 PM M- F at: 1217 Madison Street Annapolis Maryland

Applications are taken to compile a waiting list. Due to the demand for housing in The Housing Authority of the City of Annapolis jurisdiction, The Housing Authority of the City of Annapolis may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and The Housing Authority of the City of Annapolis will verify the information.

The completed application will be dated and time stamped upon its return to The Housing Authority of the City of Annapolis.

Persons with disabilities who require a reasonable accommodation in completing an application may call The Housing Authority of the City of Annapolis to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD/TYY ACCESS NUMBER CAN BE REACHED BY DAILING: 711 ON ANY TELEPHONE.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list based on date and time of application, and preferences being assigned.

Upon receipt of the family's pre-application, The Housing Authority of the City of Annapolis will make a preliminary determination of eligibility. The Housing Authority of the City of Annapolis will notify the family in writing of the date and time of placement

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on the waiting list, and the approximate wait before housing may be offered. If The Housing Authority of the City of Annapolis determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority of the City of Annapolis will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of the City of Annapolis will ensure that verification of all eligibility, suitability, preferences, and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet The Housing Authority of the City of Annapolis screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

   a. Children temporarily absent from the home due to placement in

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foster care are considered family members.

b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

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c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws.

6. A **remaining member of a tenant family -** To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. **Income eligibility**

1. To be eligible for admission to development units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to development units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy. (For the 1-28-04 income limits for Anne Arundel County, see Attachment "A")

4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public

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housing program operated by another housing authority without meeting the income requirements of The Housing Authority of the City of Annapolis.

5. If the Housing Authority of the City of Annapolis acquires a property for public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

2. Family eligibility for assistance.

a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)

c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members provide a Social Security Card.

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E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD or The Housing Authority of the City of Annapolis to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

   b. A provision authorizing HUD or The Housing Authority of the City of Annapolis to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority of the City of Annapolis will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a

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detrimental effect on the development environment, other tenants, The Housing Authority of the City of Annapolis employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Housing Authority of the City of Annapolis will consider objective and reasonable aspects of the family's background, including the following:

1. Incidences of not meeting financial obligations, especially rent;

2. Lack of ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. Incidences of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property; as well as incidents of being on HACA's banning list.

4. Incidences of disturbing neighbors or destruction of property;

5. Having committed fraud in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. Incidences of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Housing Authority of the City of Annapolis will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority of the City of Annapolis will verify the information provided. Such verification may include but may not be limited to the following:

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1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. Work history to determine a pattern of stable employment.
4. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. Where the individual has lived outside the local area, The Housing Authority of the City of Annapolis may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

5. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

6. A check of the State's lifetime sex offender registration program for each Adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUNDS FOR DENIAL

The Housing Authority of the City of Annapolis is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have incidences of not meeting financial obligations, especially rent;

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E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

F. Have incidences of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

G. Have incidences of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of the City of Annapolis may waive this requirement if:

1. The person demonstrates to The Housing Authority of the City of Annapolis's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

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2. Has successfully completed a supervised drug or alcohol rehabilitation program;

3. Has otherwise been rehabilitated successfully; or

M. Have engaged in or threatened abusive or violent behavior towards any The Housing Authority of the City of Annapolis staff or residents;

N. Have an applicant member who has ever been evicted from public housing;

O. Have a family household member who has been terminated under the certificate or voucher program;

P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

Q. **Denied for Life:** If any family member has been convicted of manufacturing producing methamphetamine in a public housing development or in a Housing Choice Voucher Program (HCVP) assisted property.

8.5 INFORMAL REVIEW

A. If the Housing Authority of the City of Annapolis determines that an applicant does not meet the criteria for receiving public housing assistance, The Housing Authority of the City of Annapolis will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority of the City of Annapolis will describe how to obtain the informal review.

The informal review may be conducted by any person designated by The Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given

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the opportunity to present written or oral objections to The Housing Authority of the City of Annapolis's decision. The Housing Authority of the City of Annapolis must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

B. The participant family may request that The Housing Authority of the City of Annapolis provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

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9.2 ORGANIZATION OF THE WAITING LIST

HACA will maintain a Site Based Wait List system and will accept applications at its administrative office and at each development owned and/or managed under its jurisdiction. Each applicant will have an opportunity to select three developments that is most suitable to meet the housing needs of the applicant household..

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, and then in order of date and time of application; and preferences.

C. Any contacts between The Housing Authority of the City of Annapolis and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of the City of Annapolis will notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security Card information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

The Housing Authority of the City of Annapolis will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom The Housing Authority of the City of Annapolis has current

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information, i.e. applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Annapolis will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or

C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with The Housing Authority of the City of Annapolis will be sent a notice of termination of the process for eligibility.

The Housing Authority of the City of Annapolis will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, The Housing Authority of the City of Annapolis will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Annapolis, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of the City of Annapolis system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their

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failure to respond to a request for information or updates was caused by a disability, The Housing Authority of the City of Annapolis will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application and preferences.

9.8 WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the HACA's Selection Criteria as defined in this policy.

The HACA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, in public housing. When such matching is required or permitted by current law, the HACA will give preference to qualified families. Each preference will be assigned points based on the weight of the preference for ranking

Families who reach the top of the waiting list will be contacted by the HACA to verify their preference and, if verified, the HACA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HACA.

The HACA places applicants on the waiting lists based upon the date and time of application and eligibility for a weighted selection preference as set forth below:

- 11 Points Local Resident-Displacement
- 10 Points Non Resident-Displacement
- 9 Points Local Resident-Working Preference
- 8 Points Non Resident-Working Preference
- 7 Points Local Resident-Veteran
- 6 Points Non Resident-Veteran
- 5 Points Local-Self Sufficiency
- 4 Points Non-Resident Self Sufficiency
- 3 Points Local Resident-Sub Standard Housing

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- 2 Point No Resident-Sub Standard Housing
- 1 Point Local Resident, No Preference

This selection preference is available to:

<u>11 Points – Displaced Local Resident:</u>

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

- Domestic violence is when one person purposely causes physical or psychologically harm to another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.
- Dating Violence and abuse, also called intimate partner violence, is when one person purposely causes either physical or mental harm to another, including:
  - ✓ Physical abuse
  - ✓ Psychological or emotional abuse
  - ✓ Sexual assault
  - ✓ Stalking
  - ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

<u>10 Points – Displaced Non-Local Resident:</u>

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

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- Domestic violence is when one person purposely causes physical or psychologically harm to another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.
- Dating Violence and abuse, also called intimate partner violence, is when one person purposely causes either physical or mental harm to another, including:
  - ✓ Physical abuse
  - ✓ Psychological or emotional abuse
  - ✓ Sexual assault
  - ✓ Stalking
  - ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

9 Points – Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-

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employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

8 Points – Non Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

7 Points – Local Resident Veteran preference: this preference is for families where the Head of Household has received an honorable discharge from the United States Armed Services.

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6 Points – Non Local Resident Veteran preference: for families where the Head of Household has received an honorable discharge from the United States Armed Services.

5 Points –Local Resident: This preference is available to individuals or families who live or work in the City of Annapolis.

4 Points-Local Resident Self-Sufficiency: This preference is available to individuals or families who are willing to engage in self-sufficiency program to include; but, not limited to programs offered by HACA and its Partner, who participate in community programs, employment skills, homeownership and other programs that are available that are designed to improve the quality of life of residents that ultimately move the family from public program assistance to non public program assistance.

3 Points-Non Resident Self-Sufficiency: This preference is available to individuals or families who are willing to engage in self-sufficiency program to include; but, not limited to programs offered by HACA and its Partner, who participate in community programs, employment skills, homeownership and other programs that are available that are designed to improve the quality of life of residents that ultimately move the family from public program assistance to non public program assistance.

2 Points –Local Resident: Living in Substandard Housing: This preference is available to applicants who live in substandard housing whose dwelling meets one or more of the following criteria:

- Is dilapidated and does not provide safe, adequate shelter and have one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety and well-being family.
- Does not have operable indoor plumbing.
- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not standard solely because, it does not contain sanitary and/or food preparation facilities in the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Code.

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- Families who are residing with friends or relatives on a temporary basis will be included in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

1 Point - Non Resident-Substandard Housing:

- Is dilapidated and does not provide safe, adequate shelter and have one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety and well-being family.
- Does not have operable indoor plumbing.
- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not standard solely because, it does not contain sanitary and/or food preparation facilities in the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Code.
- Families who are residing with friends or relatives on a temporary basis will be included in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

9.9 VERIFICATION OF PREFERENCE QUALIFICATION

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

When the HACA anticipates that the family will be notified in the near future to complete a full application, the family will be sent a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference. The HACA will verify the preference before the applicant's interview is conducted.

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Change in Circumstances:

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference.

9.10. PREFERENCE DENIAL

If the HACA denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

The HACA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

9.11 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the HACA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by

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court order will also take precedence over the preference system. If permitted by the court order, the HACA may offer the family a housing voucher.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 THAN TWO ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2*
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families or legally married couples with no children*

In determining bedroom size, The Housing Authority of the City of Annapolis will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex **may** share a bedroom.

B. Children of the opposite sex, both under the age of five **(5)** may share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the smaller size unit so long as generally no more (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

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10.2 SELECTION FROM THE WAITING LIST

The Housing Authority of the City of Annapolis shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. (See attachment "A" for a listing of HUD area median incomes for 1-28-04). To insure this requirement is met HACA shall perform quarterly quality assurance monitoring of incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The Housing Authority of the City of Annapolis will offer Senior Housing and services for the Glenwood development. Senior Housing is defined as persons 62 years of age or older and Disabled persons 62 years of age or older. Current residents of Glenwood who are non senior and/or non senior disabled will have the opportunity to remain at Glenwood or they may request an administrative transfer to another development, owned and managed by HACA.

10.3 DECONCENTRATION POLICY

It is The Housing Authority of the City of Annapolis's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of the City of Annapolis will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

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Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.4 DECONCENTRATION INCENTIVES

The Housing Authority of the City of Annapolis may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.5 OFFER OF A UNIT

The HACA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is called HUD Plan "A".

Under this plan, the HACA will administer site-based waiting lists. Each applicant will have the opportunity to select three developments within its jurisdiction that have available units of suitable size and type in the appropriate type of project. Plan A is based on one unit offer. Applicants will have an incentive to accept the unit offer, based on their selection of a preferred development (s.) Unless the applicant has good cause for refusing the unit offered, the applicant will be removed from the waiting list, once HACA has made an appropriate unit offer. If the applicant rejects a unit for good cause, the applicant will retain their place on the wait list based on selected location, preference, application date and time. The refusal of the unit and the information justifying the refusal of the unit will remain as part of the permanent resident file.

The HACA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

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10.6. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals).

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The HACA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit. (As defined in 10.6)

The family will take the appropriate place on the waiting list according to the date they first applied.

10.7 TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 2 working days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the HACA will send a letter.

Applicants Unable to Take Occupancy

If an applicant is unable to take occupancy at the time of the offer for *"good cause,"* the applicant will not be removed from the waiting list.

Examples of *"good cause"* reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]

- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

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- For families who have a family member with a disability, inaccessibility to the medical provider or service provider.

- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

- The unit is inappropriate for the applicant's disabilities.

10.8 REJECTION OF UNIT

If in making the offer to the family The Housing Authority of the City of Annapolis skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If The Housing Authority of the City of Annapolis did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. (As defined in 10.7).

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

10.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

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Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation and a "Good Neighbor" Pre-Occupancy Housekeeping Training when they are initially approved for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine damage charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and The Housing Authority of the City of Annapolis will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

<u>The family will pay a security deposit at the time of lease signing. The security deposit will be equal to $50.00 or one month's Total Tenant Payment, whichever is greater, but not to exceed Two Hundred ($200.00) Dollars.</u>

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

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11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, The Housing Authority of the City of Annapolis counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, The Housing Authority of the City of Annapolis subtracts all mandatory deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

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C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

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C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

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5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;
        ii. Is funded by the Federal, State or local government;
        iii. Is operated or administered by a public agency; and

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iv. Has as its objective to assist participants in acquiring employment skills.

b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

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12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

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i. Amount of scholarships awarded under Title IV including Work Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the Americorps Program

p. Additional income exclusions provided by and funded by The Housing Authority of the City of Annapolis

The Housing Authority of the City of Annapolis will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

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D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

The Housing Authority of the City of Annapolis will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's

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certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Income information for Public Housing residents will first be verified using HUD's Electronic Verification (EIV) system. If there is a discrepancy between the tenant's reported income and the EIV information then third party verification will be conducted to insure the accuracy of the EIV income data. If there is no discrepancy, then no further verification need be conducted. EIV can not verify child support payments. Child support income will be verified via the third party process.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from The Housing Authority of the City of Annapolis or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, The Housing Authority of the City of Annapolis will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if The Housing Authority of the City of Annapolis has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, The Housing Authority of the City of Annapolis will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

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The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, The Housing Authority of the City of Annapolis will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy,	Bills, receipts, records of payment, dates of trips,

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Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	medical professional's letter stating assistance or a companion animal is needed	mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs

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Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

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12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizen who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizen must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Annapolis will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of the City of Annapolis will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, The Housing Authority of the City of Annapolis will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizen must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's

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eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If The Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six or earlier if a Social Security Number has been issued.

The best verification of the Social Security number is the original Social Security card. If the card is not available, HACA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military Is, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. HACA will not require any individual who does not have a Social Security number to obtain a Social Security number, however HACA is required to apply for an alternate tenant identification number assigned by HUD.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

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If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Third party verification information must be dated within ninety (90) days of certification or (60) days of reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member verification of Social Security number will be obtained only once, at the time of admission to the program.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of”

A. 10% of monthly income

B. 30% of adjusted monthly income

C. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

The total tenant payment does not include charges for excess utility consumption or other charges.

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In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon expiration of the 12 month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues then for the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase would have otherwise received.

13.3 MINIMUM RENT

The Housing Authority of the City of Annapolis has set a minimum rent in accordance with HUD regulations. The resident will be required to pay $50.00 as the minimum rent, unless HACA grants an exception due to financial hardship.

MINIMUM RENT HARDSHIP EXEMPTION

HACA has adopted a minimum rent of $50.00 per month, under the following criteria HACA may suspend the minimum rent:

When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program.

When the family would be evicted because it is unable to pay the minimum rent

When the income of the family has decreased because of changed circumstances including loss of employment

When a death has occurred in the family, and

Other circumstances determined by HACA or HUD

HACA will advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent request a hardship exemption, HACA must suspend the minimum rent, effective the following month. HACA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.

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The suspension of minimum rent continues until HACA determines whether or not the hardship is temporary or long term.

If the hardship is verified to be temporary (less than 90 days) HACA will reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days) the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If HACA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and the HACA may not require the resident to make an escrow deposit to obtain the grievance hearing.

13.4 THE FLAT RENT

The Housing Authority of the City of Annapolis has set a flat rent for each public housing unit. In doing so, the PHA considered the location, quality, size of unit and the age of the unit; and any amenities, housing services, maintenance and utilities. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. The PHA must use a reasonable method to determine the flat rent for a unit. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

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The Housing Authority of the City of Annapolis will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of the City of Annapolis will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

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A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for The Housing Authority of the City of Annapolis. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Housing Authority of the City of Annapolis shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, The Housing Authority of the City of Annapolis will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to The Housing Authority of the City of Annapolis. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

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For The Housing Authority of the City of Annapolis paid utilities, The Housing Authority of the City of Annapolis will monitor the utility consumption of each household. Any consumption in excess of the allowance established by The Housing Authority of the City of Annapolis will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Requests for relief from surcharges for excess consumption of The Housing Authority of the City of Annapolis purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by The Housing Authority of the City of Annapolis on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 EXCESSIVE UTILITY PAYMENTS

Residents in units where the HACA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. The charge shall be applied as specified in the lease.

Prior to any utility baseline imposed by the Housing Authority of the City of Annapolis, it will specifically take into account the overall condition of the dwelling unit and the ability of the resident to regulate the utility being consumed, in addition to being individually metered.

Consumption in excess of the established surcharges will be billed monthly to the tenant and is payable upon receipt of each billing cycle.

13.8 PAYING RENT AND SECURITY DEPOSIT

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Rent and other charges are due and payable on the first day of the month. All rents should be paid at Housing Authority Administrative Building located at 1217 Madison Street and Glenwood Apartments located at 701 Glenwood Street, Annapolis, MD**.** Reasonable accommodations for this requirement will be made for persons with disabilities. Partial payments are not accepted. As a safety measure, no cash shall be accepted as a rent payment

All rent not paid by the sixth (6th) day of each month will be assigned a late charge equal to five per cent of the current monthly rent as part of the rent for that month, not to exceed Ten ($10.00) Dollars. Notwithstanding the foregoing, a late charge is not due and collectable until two weeks after the Authority gives written notice to the Tenant of such charges.

The security deposit is an amount equal to fifty (50.00) dollars or one month's Total Resident payment, whichever is greater, but not to exceed two hundred ($200.00) dollars.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or in the larger metropolitan area (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

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C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Annapolis shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Annapolis shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Annapolis shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination

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would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of the City of Annapolis will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, The Housing Authority of the City of Annapolis may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, The Housing Authority of the City of Annapolis will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

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C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise The Housing Authority of the City of Annapolis whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Annapolis will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Annapolis will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident

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shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, The Housing Authority of the City of Annapolis shall take action to terminate the lease.

14.8 REMAINING MEMBER OF TENANT FAMILY – RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year and have been of legal age for the same period or at the discretion of HACA, a lesser period of time. In addition the household member will have to meet current HACA application standards for occupancy to include but not limited to credit check, and criminal background check. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family. A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

15.0 RECERTIFICATIONS

At least annually, The Housing Authority of the City of Annapolis will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Housing Authority of the City of Annapolis will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the

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option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, The Housing Authority of the City of Annapolis will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in The Housing Authority of the City of Annapolis taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent

C. A fact sheet about formula rents that explains the types of income counted, the

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most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

F. The dates upon which The Housing Authority of the City of Annapolis expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, The Housing Authority of the City of Annapolis will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, The Housing Authority of the City of Annapolis may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with The Housing Authority of the City of Annapolis representative, they may make the selection on the form and return the form to The Housing Authority of the City of Annapolis. In such case, The Housing

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Authority of the City of Annapolis will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, The Housing Authority of the City of Annapolis will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of"

D. 10% of monthly income

E. 30% of adjusted monthly income

F. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Program participants must report the following changes to The Housing Authority of the City of Annapolis between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

Change in Family Composition

A member has been added to the family through birth or adoption or court-awarded custody.

A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Annapolis will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be

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recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Increase in Income

Families must report all increases in income/assets of all household members to the HACA in writing within 30 calendar days of the occurrence**.**

The HACA will conduct interim reexaminations when families report an increase in income of more than $1000.00 annually.

Decrease In Income

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment such as an increase in allowances or deductions. The HACA must calculate the change if a decrease in income is reported.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, The Housing Authority of the City of Annapolis will take timely action to process the interim reexamination and recalculate the tenant's rent.

The HACA will process rent adjustments whenever there is a decrease or increase in income.

Flat Rent Participants

Families paying flat rent are not required to report any increases in income or assets annually. However, the family electing flat rent is required to report increase in income and assets during the scheduled reexamination every three years.

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15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, The Housing Authority of the City of Annapolis may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

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16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

C. To facilitate relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting The Housing Authority of the City of Annapolis's deconcentration goal.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 TRANSFER PRIORITIES

1. **Priority 01 – Emergency/Administrative Transfer:** to address an emergency situation that poses an immediate threat to the life, health, or safety of a Family or one of its members, such as fire in or defects in an occupied unit and to address hate crimes of domestic violence, the safety of witnesses to a crime, or a law enforcement matter and/or severely underhoused. Emergency Transfers will take precedence over new admissions;
2. **Priority 02 – Redevelopment/Modernization:** to facilitate relocation when required by redevelopment, modernization or other management efforts. Redevelopment and Modernization Transfers will take precedence over new admissions;
3. **Priority 03 – Medical Transfer:** to address a verifiable health condition of a Family member;
4. **Priority 04 – Underhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that there is extreme overcrowding. “Extreme overcrowding exists when the Family size exceeds the maximum number of persons and composition for the number of bedrooms in the unit;
5. **Priority 05 – Overhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that the tenant is “over-

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housed" An Overhoused condition exists when the family/resident is in a unit that is too large based on the Family size.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 INCENTIVE TRANSFERS-TREATED AS AN ADMINISTRATIVE TRANSFER

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Families approved for such transfers will meet the following eligibility criteria:

A. Have been a tenant for three years;

B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;

D. The family is current in the payment of all charges owed The Housing Authority of the City of Annapolis and has not paid late rent for at least one year;

E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

F. The family has not materially violated the lease over the past two years by

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disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above priorities and within each priority by date and time.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

B. If the transfer is being made at the request of The Housing Authority of the City of Annapolis and the family rejects two offers without good cause, The Housing Authority of the City of Annapolis will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet The Housing Authority of the City of Annapolis's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include

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deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by The Housing Authority of the City of Annapolis in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

B. When action or inaction by The Housing Authority of the City of Annapolis has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

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16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with The Housing Authority of the City of Annapolis. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, The Housing Authority of the City of Annapolis may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority of the City of Annapolis will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority of the City of Annapolis will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

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An authorized representative of The Housing Authority of the City of Annapolis and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in The Housing Authority of the City of Annapolis file and a copy given to the family member. An authorized Housing Authority of the City of Annapolis representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of the City of Annapolis damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Housing Authority of the City of Annapolis and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Housing Authority of the City of Annapolis will inspect each public housing unit annually to ensure that each unit meets The Housing Authority of the City of Annapolis's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

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17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by The Housing Authority of the City of Annapolis.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, The Housing Authority of the City of Annapolis will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections The Housing Authority of the City of Annapolis will give the tenant at least forty-eight (48) hour written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of The Housing Authority of the City of Annapolis has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The Housing Authority of the City of Annapolis conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

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17.9 EGRESS INSPECTION AND REQUIREMENTS

The Housing Authority of the City of Annapolis conducts an annual Egress inspection to ensure that any item(s) that blocks the only entrance or exit to a room or to the unit is removed. Air Conditioner unit must be portable. Window air conditioner units are prohibited. If an Egress violation is noted, the resident will have forty-eight (48) hours to cure the violation. Failure to cure the violation will result in a lease violation subject to lease termination.

18.0 REPAYMENT AGREEMENTS

When a resident owes The Housing Authority of the City of Annapolis back charges and is unable to pay the balance by the due date, the resident may request that The Housing Authority of the City of Annapolis allow them to enter into a Repayment Agreement. The Housing Authority of the City of Annapolis has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

19.0 TERMINATION

19.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

19.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority of the City of Annapolis will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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The Housing Authority of the City of Annapolis will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the sixth (6th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

H. Destruction of property;

I. Acts of destruction, to include but not limited to defacement, tenant or guest caused fires, removal of any part of the premises, and failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of The Housing Authority of the City of Annapolis;

K. Non-compliance with Non-Citizen Rule requirements;

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L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority;

M. Residents are prohibited from permitting the use of their respective addresses by anyone other than approved household members;

N. Residents are prohibited from having persons on the Banned HACA list within Respective units, and

O. Failure to comply with Egress safety and inspection requirements

P. Other good cause.

The Housing Authority of the City of Annapolis will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.0 RETURN OF SECURITY DEPOSIT

After a family moves out, The Housing Authority of the City of Annapolis will return the security deposit within forty-five (45) days after Tenant moves out. The authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests or to pay the cost of any rent or any other charges owed by Tenant, so long as the Tenant furnishes the Authority with a forwarding address. If any deductions are made, the authority will furnish Tenant with a written statement of any such costs for dames and or other charges deduction from the security deposit. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

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GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

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Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609*)*

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

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Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

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Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to**:**

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

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D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

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Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

A. Is determined to be essential to the care and well- being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

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Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

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C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

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3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

2. Is manifested before the person attains age 22;

3. Is likely to continue indefinitely;

4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

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Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

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Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:

   a. 30% of the family's monthly adjusted income;

   b. 10% of the family's monthly income; or

   c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

   If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a) (1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

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B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Violence Against Woman Act:

- **<u>Domestic Violence</u>**

  Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person sho is cohabitating with or has cohabitated with victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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- **Dating Violence**

  Violence committed by a persons (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

- **Stalking**
  Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as result of; such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

- **Immediate Family**
  Immediate family member is defined to mean, with respect to a person (A) a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the care of a child or any other person living in the household of that person and is related to that person by blood or marriage.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

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ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

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CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

U. S. Department of Housing and Urban Development
Office of Housing
OMB Approval No. 2502-0204

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. Date written request is received from owner or management agent: _____

2. Name of victim:
_____

3. Your name (if different):
_____

4. Name(s) of other family members listed on the lease:
_____

_____
_

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5. Name of the abuser:
_____

6. Relationship of the abuser to the victim:
_____

7. Date of incident:
_____

8. Time of incident:
_____

9. Location of incident:
_____

{Page two must be completed and attached to this form.}

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Description of Incident:

In your own words, describe the incident (Attach more sheets if needed. Initial and number each attachment.):

This is to certify that the information provided is true and correct, and that the individual named above in Item 2 is a victim of domestic violence, dating violence, or stalking. The incident(s) in question is a bona fide incident(s) of such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program

eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted property.

Signature _____ Executed on (Date) _____

Pursuant to 42 U.S.C. 1437f(ee)(2)(A), all information provided to an owner or management agent related to the incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the owner or management agent and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is:

(1) Requested or consented to by the victim in writing;

(2) Required for use in an eviction proceeding or termination of assistance; or

(3) Otherwise required by applicable law

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The U.S. Department of Housing and Urban Development (HUD) under the Public Housing Assessment System (PHAS) measures the performance of public housing agencies on an annual basis. One component of the PHAS is the Management Assessment Sub-System (MASS) which measures the public housing agency's performance in the areas of vacant unit turnaround, Capital Fund, work orders, annual inspection of units and systems, security and economic self sufficiency. Sub-Indicator 5: Security requires a Board adopted policy governing:

The Housing Authority will engage and perform the following:

- Tracking and reporting monthly crime statistics
- Tracking and reporting crime-related issues and problems
- Engage a cooperative partnership for tracking and reporting crime information and data to and receiving statistical information from the Local Police Authorities
- Screening and denying of admission to applicants with a history of crime-related activities, including drug-related activity, crimes of violence, disruptive alcohol abuse behavior, persons listed on the state sex offender's registration list and persons listed on HACA' Banned List.
- Tracking the number of resident evictions for drugs, criminal-related activity to include crimes of violence and disruptive alcohol abuse, which are determined to be on the state sex offender's registration list.

HOUSING AUTHORITY CITY OF ANNAPOLIS
Housing Choice Voucher Program
2011 Administrative Plan
Revised April, 2010 Resolution # Admin 033110-11, HUD Approved 1.14.2011
Revised April 12 2011, Board Resolution # Admin. 0411114

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Housing Authority of the City of Annapolis to comply fully with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, or disability be subjected to discrimination under the Housing Authority of the City of Annapolis Housing programs.

To further its commitment to full compliance with applicable Civil Rights Law, the Housing Authority of the City of Annapolis will provide Federal/State/local information to applicants for and participants in the section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination complaint Forms will be made available at the Housing Authority of the City of Annapolis office. In addition all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of the City of Annapolis will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. The Housing Authority of the City of Annapolis will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of the City of Annapolis housing programs and related service. When such accommodation are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how a participant can request accommodations and the guidelines the Housing Authority of the City of Annapolis will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of the City of Annapolis will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

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1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e. a heart condition.)

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of the City of Annapolis will obtain verification that person is a person with disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of the City of Annapolis will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Annapolis will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

D.
Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Annapolis' business is housing. If the request would alter the

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Fundamental business that the Housing Authority of the City of Annapolis conducts, that would not be reasonable. For instance, the Housing Authority of the City of Annapolis would deny a request to have the Housing Authority of the City of Annapolis does grocery shopping for the person with disabilities.

Would the requested accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, the Housing Authority of the City of Annapolis may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Housing Authority of the City of Annapolis retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of the City of Annapolis' program services.

If more than one accommodation is equally effective in providing access to the Housing Authority of the City of Annapolis' programs and services, the Housing Authority of the City of Annapolis retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the Housing Authority of the City of Annapolis if there is no one else willing to pay for modifications. If another party pays for the modification, the Housing Authority of the City or Annapolis will seek to have the same entity pay for any restoration cost.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modification to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligation will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Housing Authority of the City of Annapolis will endeavor to have access to people who speak languages other than English to assist non-English speaking families.

1.6 FAMLIY/OWNER OUTREACH

The Housing Authority of the City of Annapolis will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low income families in a newspaper of general circulation, minority media, and by other suitable means.

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To reach persons, who cannot or do not read newspapers, the Housing Authority of the City of Annapolis will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of the City of Annapolis will also try to utilize public service announcements.

The Housing Authority of the City of Annapolis will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Housing Authority of the City of Annapolis will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works

B. Explain how the program benefits owners;

C. Explain owner's responsibilities under the program. Emphasis is placed on quality screening and ways the Housing Authority of the City of Annapolis helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials and meet Housing Authority of the City of Annapolis staff.

The Housing Authority of the City of Annapolis will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

The Housing Authority of the City of Annapolis will post at its main office located at 1217 Madison Street, Annapolis, Maryland, in a conspicuous place and at a height

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easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Housing Authority of the City of Annapolis offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Housing Authority of the City of Annapolis, the Section 8 Owners/Landlords, and the participating families.

2.1 HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS RESPONSIBILITIES

A. The Housing Authority of the City of Annapolis will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Housing Authority of the City of Annapolis Section 8 Administrative Plan.

B. In administering the program, the Housing Authority of the City of Annapolis must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

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5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Housing Authority of the City of Annapolis utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Housing Authority of the City of Annapolis, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Housing Authority of the City of Annapolis decisions concerning applicants for participation in the program;

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20. Conduct informal hearings on certain Housing Authority of the City of Annapolis decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Housing Authority of the City of Annapolis information required under the HAP contract.

5. Collecting from the family:

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

   c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

D.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

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A. Supplying required information.

1. The family must supply any information that the Housing Authority of the City of Annapolis or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Housing Authority of the City of Annapolis or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Housing Authority of the City of Annapolis to perform Housing

Quality Standards Inspections.

The family must allow the Housing Authority of the City of Annapolis to inspect the unit at reasonable times and after receiving written notice at lease 48-hours prior to inspection. All emergency inspections will be performed and corrected by landlord within 24 hours of inspection.

Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. E. Family Notice of Move or Lease Termination.

The family must notify the Housing Authority of the City of Annapolis and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

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F. Owner Eviction Notice

The family must promptly give the Housing Authority of the City of Annapolis a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit:

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Housing Authority of the City of Annapolis must approve the composition of the assisted family residing in the unit. The family must promptly inform the Housing Authority of the City of Annapolis of the birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority of the City of Annapolis to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Housing Authority of the City of Annapolis if any family member no longer resides in the unit.

4. If the Housing Authority of the City of Annapolis has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority of the City of Annapolis has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority of the City of Annapolis consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit or residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit:

The family must supply any information or certification requested by the Housing Authority of the City of Annapolis to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority of the City of Annapolis requested information or certification on the

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purposes of family absences. The family must cooperate with the Housing Authority of the City of Annapolis for this purpose. The family must promptly notify the Housing Authority of the City of Annapolis of its absence from the unit.

Absence means no member of the family is residing in the unit. The family may be absent from the unit up to 30 days. The family must request permission from the Housing Authority of the City of Annapolis for absences exceeding 30 days. The Housing Authority of the City of Annapolis will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Housing Authority of the City of Annapolis

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violations

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

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3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 – qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of the City of Annapolis screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status:

1. A **family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

   a. Children temporarily absent from the home due to placement in foster care are considered family members.

   b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family,** which is:

   a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

   b. Two or more persons who are at least 62 years of age living together; or

   c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family,** which is:

   a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62.

   b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

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c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family,** which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

4. 5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws and/or a person affected by Domestic Violence; stalking, date violence, and/or who is a person under and can document such to include individuals or families who have been subjected to documented reprisals and/or hate crimes.

1. A **remaining member of a tenant family.**

2. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

a. A very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

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e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing ownership) or HOPE 2 (HOPE for homeownership of multi-family units) project.

2. Income limits apply only at admission and are not applicable for Continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families, who are moving into the Housing Authority of the City of Annapolis' jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they are initially assisted under the program.

5. Families who are moving into the Housing Authority of the City of Annapolis' jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Housing Authority of the City of Annapolis program.

6. Income limit restrictions do not apply to families transferring units within the Housing Authority of the City of Annapolis Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible at lease-up, one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 143a(a)).

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Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2.Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).

3.A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number for each household member or provide certification that a number has been requested.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2.The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD and the Housing Authority of the City of Annapolis to obtain from State Wage Information Collection Agencies (SWICAs) and HUD Earned Income Verification (EIV) System any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

b. A provision authorizing HUD or the Housing Authority of the City of Annapolis to verify with previous or current employers income information pertinent to the family's eligibility for or level or assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

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F. Suitability for tenancy. The Housing Authority of the City of Annapolis determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Housing Authority of the City of Annapolis will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual have lived outside the local area. The Housing Authority of the City of Annapolis may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Authority of the City of Annapolis will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Housing Authority of the City of Annapolis will provide any factual information.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: 1217 Madison Street, Annapolis, MD 21403.

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Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Housing Authority of the City of Annapolis jurisdiction, the Housing Authority of the City of Annapolis may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Housing Authority of the City of Annapolis will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at The Housing Authority of the City of Annapolis Administrative Office Building at 1217 Madison Street, Monday through Friday, 8:00 a.m. to 5:00 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Housing Authority of the City of Annapolis.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of the City of Annapolis to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf through the Maryland Relay Service by dialing 711.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the families pre-application, the Housing Authority of the City of Annapolis will make a preliminary determination of eligibility. The Housing Authority of the City of Annapolis will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Housing Authority of the City of Annapolis determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority of the City of Annapolis will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the

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waiting list. The Housing Authority of the City of Annapolis will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST AND PREFERENCES

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained first in order by preferences and then by application date and time, and

C. Any contact between the Housing Authority of the City of Annapolis and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the HACA's Selection Criteria as defined in this policy.

Families who reach the top of the waiting list will be contacted by the HACA to verify their preference and, if verified, the HACA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HACA.

The HACA places applicants on the waiting list based upon preferences and then the date and time of application of eligibility for a weighted selection preference as set forth below:

1. Displaced Preference-Local Resident

This selection preference is available to individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement who are:

(a) individuals or families who are residents of Annapolis displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling have been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

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(b) individuals who have been displaced by domestic violence, stalking and/or date violence and can document such;
(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or(d) individuals displaced due to the inaccessibility of a unit.

2. Displaced Preference-Non Resident

This selection preference is available:

(a) individuals or families who are residents of Annapolis displaced by government action
(i.e. required to move by any level of government: federal, state or local) or whose dwelling have been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence, stalking and/or date violence and can document such;
(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or (d) individuals displaced due to the inaccessibility of a unit.

3. Working Family Preference – Local Resident:

This selection preference is available to individuals or families where individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement who are:
(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior

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to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head of household or spouse, or sole member is 62 years of age or older, or is a person with disabilities.

4. Working Family Preference-Non Resident:

This selection preference is available to individuals or families where:

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head of household or spouse, or sole member is 62 years of age or older, or is a person with disabilities.

_____**5. Veteran's preference** Local Resident is This selection preference is available to individuals or families where individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement is for: families where the Head of Household has received an honorable discharge from the United States Armed Services.

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6. **Veteran's preference Non Resident -** for families where the Head of Household has received an honorable discharge from the United States Armed Services.

7. **Residency preference** - this preference is available to individuals or families who have lived or worked in the City of Annapolis for at least twelve (12) months prior to placement.

4.5 VERIFICATION OF PREFERENCE QUALIFICATION

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

When the HACA anticipates that the family will be notified in the near future to complete a full application, the family will be sent a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference. The HACA will verify the preference before the applicant's interview and briefing is conducted.

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference.

If the HACA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. The HACA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

4.6 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, the HACA may offer.

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When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of the City of Annapolis must notify the family in writing of this determination, and give the family the opportunity for an informal review.

The family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Housing Authority of the City of Annapolis will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Housing Authority of the City of Annapolis will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

The Housing Authority of the City of Annapolis will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.7 FAMILIES NEARING THE TOPE OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of the City of Annapolis must notify the family in writing of this determination and give the family the opportunity for an informal review.

4.8 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Housing Authority of the City of Annapolis will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a

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good cause exists, the Housing Authority of the City of Annapolis will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from waiting list.

4.9 PURGING THE WAITING LIST

The Housing Authority of the City of Annapolis will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.10 REMOVAL OF APPLLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Annapolis will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

4.11 GROUNDS FOR DENIAL

The Housing Authority of the City of Annapolis will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.

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F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from public housing within the last three years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21, U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of the City of Annapolis may waive this requirement if:

1. The person demonstrates to the Housing Authority of the City of Annapolis' satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;

L Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

4.12NOTIFICATION OF NEGATIVE ACTIONS

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Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Annapolis, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of the City of Annapolis' system of removing applicant's names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Housing Authority of the City of Annapolis will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Housing Authority of the City of Annapolis will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.13 INFORMAL REVIEW

If the Housing Authority of the City of Annapolis determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Housing Authority of the City of Annapolis will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority of the City of Annapolis will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If a HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Housing Authority of the City of Annapolis will use the assistance for those families.

5.2 PREFERENCES

The Housing Authority of the City of Annapolis will select families based preferences and on date and time of application.

5.3. SELECTION FROM THE WAITING LIST

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Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, the Housing Authority of the City of Annapolis retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement. (See attachment "A" for a listing of HUD median incomes.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Housing Authority of the City of Annapolis will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	7	11

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Housing Authority of the City of Annapolis will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex **will** share a bedroom.

B. Children of the opposite sex, both under the age of five (5) will share a bedroom.

C. Adults and children will not be required to share a bedroom.

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D. Foster-adults and children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

The Housing Authority of the City of Annapolis will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Housing Authority of the City of Annapolis in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

When the Housing Authority of the City of Annapolis selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program and in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

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F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family's share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon written request, the Housing Authority will also supply any factual information.

I. The Housing Authority's subsidy standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

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L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of landlords or other parties known to the Housing Authority of the City of Annapolis may be willing to lease a unit to the family or help the family find a unit;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Housing Authority of the City of Annapolis that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Q. Housing Authority of the City of Annapolis informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning August 12, 1999, the Housing Authority of the City of Annapolis will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority of the City of Annapolis will issue the voucher. At this point the family begins to search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection.

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The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by the prospective owner, the Housing Authority will provide any factual information or third party written information they have to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant an extension, but the initial term plus any extensions will never exceed 180 calendar days from the initial date of issuance.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 180 days search time.

Upon submittal of a completed request for approval of tenancy form, the Housing Authority of the City of Annapolis will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

The Housing Authority of the City of Annapolis will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

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C. The lease is approvable and includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly adjusted income;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and to advise of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority HQS inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income;

C. The landlord and tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute a contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 ANNAPOLIS HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by the owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

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A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Housing Authority of the City of Annapolis employees or owner employees; or

2. residences by neighbors.

H. If the owner is the parent, child, grandparent, grandchild, sister, brother or any member of the family unless the Housing Authority of the City of Annapolis determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

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C. Nursing homes, board and care homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services.

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Housing Authority of the City of Annapolis will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate Housing

B. Group Homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Housing Authority of the City of Annapolis will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured housing

D. Manufactured home space rentals

E. House boats

6.8 SECURITY DEPOSIT

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The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant within 30-days of move-out

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Housing Authority of the City of Annapolis will issue the family a new voucher if the family does not owe the previous landlord, Housing Authority of the City of Annapolis or any other Housing Authority money, has not violated the Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Housing Authority of the City of Annapolis has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1. WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Housing Authority of the City of Annapolis will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

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Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Housing Authority of the City of Annapolis's jurisdiction, will be required to attend a mover's briefing prior to the Housing Authority of the City of Annapolis entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition.

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family shares of rent may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Housing Authority of the City of Annapolis's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Housing Authority of the City of Annapolis a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Housing Authority of the City of Annapolis will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

The family who gives notice to terminate the lease must mail the notice certified mail or have the landlord or his agent sign a statement stating the date and time received.

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The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Housing Authority of the City of Annapolis, or a copy of the lease termination and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Housing Authority of the City of Annapolis at the time the family first submits its application for participation in the program to the Housing Authority of the City of Annapolis may lease a unit anywhere in the jurisdiction of the Housing Authority of the City of Annapolis or outside the Housing Authority of the City of Annapolis jurisdiction as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Housing Authority of the City of Annapolis at the time of its application, the family will not have any right to lease a unit outside of the Housing Authority of the City of Annapolis jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may also lease a unit located in the jurisdiction of the Housing Authority of the City of Annapolis.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Housing Authority of the City of Annapolis allow a participant to improperly break a lease. Under extraordinary circumstances the Housing Authority of the City of Annapolis may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher (Section 8) Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Housing Authority of the City of Annapolis will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

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A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When the Housing Authority of the City of Annapolis is the Initial Housing Authority:

1. The Housing Authority of the City of Annapolis will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Housing Authority of the City of Annapolis will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Housing Authority of the City of Annapolis will advise the family how to contact and request assistance from the Receiving Housing Authority.

4 The Housing Authority of the City of Annapolis will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. The Housing Authority of the City of Annapolis will immediately mail to the Receiving Housing Authority t he most recent HUD Form 50058 (Family Report) for the family, and related verification information.

6. A participant must lease-up and reside within the Initial Housing Authority jurisdictional area one-year, prior to requesting approval to

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port-out to another area outside of the Initial Housing Authority jurisdictional area.

B. When the Housing Authority of the City of Annapolis is the Receiving Authority:

1. When the portable family requests assistance from the Housing Authority of the City of Annapolis, the Housing Authority of the City of Annapolis will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Housing Authority of the City of Annapolis receives a portable family, the family will be absorbed if funds are available and the voucher will be issued.

2. The Housing Authority of the City of Annapolis will issue a voucher to the family. The term of the Housing Authority of the City of Annapolis's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Housing Authority of the City of Annapolis will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Housing Authority of the City of Annapolis during the term of the Housing Authority of the City of Annapolis's voucher.

3. The Housing Authority of the City of Annapolis will determine the family unit size for the portable family. The family unit size is determined in accordance with the Housing Authority of the City of Annapolis's subsidy standards.

4. The Housing Authority of the City of Annapolis will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Housing Authority of the City of Annapolis opts to conduct a new reexamination, the Housing Authority of the City of Annapolis will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Housing Authority of the City of Annapolis will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Housing Authority of the City of Annapolis may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

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C. Absorption by the Housing Authority of the City of Annapolis

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

   a. As the Initial Housing Authority, the Housing Authority of the City of Annapolis will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for the other families in the Receiving Housing Authority's program.

   b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When A Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

91. INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of the City of Annapolis counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of the City of Annapolis subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

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1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the legal operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum amount of prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that the

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received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

      i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

      ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

   b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

   c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted. Food stamps will be treated as income and removed in final rent determination.

7. Periodic and determinable allowances, such alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

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9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 81 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone;

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are mode solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development.

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Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time.

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for a period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

    a. The value of the allotment of food stamps

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b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act

d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

e. Payments made under HHS's Low-Income Energy Assistance Program

f. Payments received under the Job Training Partnership Act

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work-Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Temporary employment payments by the U.S. Census Bureau.

p. Payments for living expenses under the AmeriCorps Program

q. Payments received to a Family as Kinship payments for foster care of children living with a related legal guardian.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

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B. $400 for any elderly family or disabled family

C. For any family that is not elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less than 3% of annual income.

E. Child care expenses.

10.0 VERIFICATION

The Housing Authority of the City of Annapolis will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

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Income information for applicants and participants under the HCV program will first be verified using the HUD Electronic Verification (EIV) system. If there is a discrepancy between the applicant/participant reported income and the EIV information, then third party verification will be conducted to insure the accuracy of the EIV income data. If there is no discrepancy, then no further verification needs to be conducted. EIV can not verify child support payments.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family.) This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of the City of Annapolis or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contract, amount received, etc.

When third party verification cannot be obtained, the Housing Authority of the City of Annapolis will accept documentation received from the applicant/ participant. Hand-carried documentation will be accepted if the Housing Authority of the City of Annapolis has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority of the City of Annapolis will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the field.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of the City of Annapolis will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

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Verification Requirements for Individual Items		
Item to Be Verified	**3rd Party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if > 18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet

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Verification Requirements for Individual Items		
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, divorce decree
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments, (i.e., social security, welfare, pensions, worker's comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating: - whether enrolled - whether training is HUD-funded -whether State or local program - whether it is employ-ment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

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10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted or at the first reexamination, all eligible non-citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, each eligible noncitizen must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Annapolis will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of the City of Annapolis also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of the City of Annapolis will mail information to the INS so a manual check can be made of INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted on the section 8 program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the Section 8 program for a period of 24 months from the date of termination.

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10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must have a Social Security Number and provide verification of his or her Social Security Number. New family members must provide this verification prior to being added to the lease. Children in assisted households must provide this verification within 30-days of new born birth or any other household addition. All children added to the household must have a social security number and the head of household must have legal custody documentation for any child added to the lease.

The best verification of Social Security Number is the original Social Security card. If the card is not available, the Housing Authority of the City of Annapolis will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 *TIMING OF VERIFICATION*

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

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For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After August 12, 1999, the Housing Authority of the City of Annapolis will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to the owner is approved.

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority of HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing service, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

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The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by The Housing Authority of the City of Annapolis and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or non insured 236 project, a 515 project of the Rural Development Administration , or a Section 221 (d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.88

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Housing Authority of the City of Annapolis will review its determination of the payment standard annually after publication of the FMRs. The Housing Authority of the City of Annapolis will consider vacancy rates and rents in the market area, size and quality of the units leased under the program, rent and units leased under the program, success rates of voucher holders in finding the units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Authority of the City of Annapolis may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size may increase or decrease while other remains unchanged. The Housing Authority of the City of Annapolis may consider adjusting payment standards at the times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the low of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, The Housing Authority will use the appropriate payment standard for the Rent area.

C. During the HAP contract term for a unit, the amount of the payment Standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

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In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time the Housing Authority requests and HUD approves a higher exception payment standard rent.
If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

The total tenant payment is equal to the highest of:

1. 10% of the monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus ant rent above the payment standard.

B. Minimum Rent.

The Housing Authority of the City of Annapolis has set the minimum rent as $50.00.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly adjusted income.

D. Section 8 Preservation Vouchers

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1. Payment Standard

2. The payment standard is the lower of:

   a. The payment standard amount for the appropriate family unit size; or
   b. The payment standard amount for the size of the dwelling unit actually rented by the family.

      a. If the dwelling unit is located in an exception area, The Housing Authority of the City of Annapolis will use the appropriate payment standard for the exception area.

   c. During the HAP contract term, the payment standard for the family is the higher of:

      i. The initial payment standard (at the beginning of the HAP contract term), as determine in accordance with paragraph (1) (a) or (1) (b) of this section, minus any amount by the initial rent to the owner exceeds the current rent to the owner or

      ii. The payment standard as determined in accordance with paragraph (1) (a) or (1) (b) of this section, as determined at the most recent regular reexamination of the family income and composition effective after the beginning of the HAP contract term.

   d. At the next regular reexamination following a change in the family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

      i. Paragraph (c) (i) of this section does not apply: and

      ii. The new family unit size must be used to determine the payment standard.

2. The Housing Authority of the City of Annapolis will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
   a. The payment standard minus the total payment; or

   b. The gross rent minus the total tenant payment.

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E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
   a. Rent to the owner for the manufactured home space;
   b. Owner maintenance and management charges for the space; and
   c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals lesser of:
   a. The payment standard minus the total tenant payment; or
   b. The rent paid for total of the real property on which the manufactured home owned by the family is located.

F. Rent for families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may not be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance is under the provision is 18 months. The Housing Authority of the City of Annapolis will grant each family a period of 6 months to find suitable housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

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Suitable housing means that housing is not substandard and it is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistant payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is

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needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Total Tenant Payment. The Total Tenant Payment is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment of the rent to owner. If payments are not made when due, the owner may charge the Housing Authority of the City of Annapolis a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Annapolis jurisdiction.

11.8 CHANGE OF OWNERSHIP

The Housing Authority of the City of Annapolis requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority of the City of Annapolis' rent payment or the address as to where the rent payment should be sent.

In addition, the Housing Authority of the City of Annapolis requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number

New owners will be required to execute IRS Form W-9. The Housing Authority of the City of Annapolis may withhold the rent payment until the taxpayer identification number is received.

12.0 HOUSING INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Housing Authority of the City of Annapolis will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as added, to determine if the units meet HQS.

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The Housing Authority of the City of Annapolis must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Housing Authority of the City of Annapolis will only schedule one more inspection. If the family misses two inspections, the Housing Authority of the City of Annapolis will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Housing Authority of the City of Annapolis will perform:

A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection – An inspection to determine that the unit continues to meet HQS

C. Complaint Inspection –An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection – An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection – Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

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2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Housing Authority of the City of Annapolis will take prompt and vigorous action to enforce the owner's obligations. The Housing Authority of the City of Annapolis; remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Housing Authority of the City of Annapolis will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Housing Authority of the City of Annapolis and the Housing Authority of the City of Annapolis verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Housing Authority of the City of Annapolis approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Housing Authority of the City of Annapolis may terminate assistance to a family because of the HQS breached caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

   c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Housing Authority of the City of Annapolis approved extension).

3. If the family has caused a breach of the HQS, the Housing Authority of the City of Annapolis will take prompt and vigorous action to enforce the

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family obligations. The Housing Authority of the City of Annapolis may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

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a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven or stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

B. Space and Security

1. Performance Requirement

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

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1. Performance Requirement

   The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

   a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

   b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

   Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

   a. There must be at least one window in the living room and in each sleeping room.

   b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

   c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

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The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, and loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened other than adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

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1. Performance Requirement

   The water supply must be free from contamination

2. Acceptability Criteria

   The dwelling must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-Based Paint

1. Definitions

   a. Chewable surface: Protruding paint surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

   b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.

   c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

   d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

   e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

   f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5% by weight or 5000 parts per million (PPM).

2. Performance Requirements

   a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units

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assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under 24 CFR Part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State of local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

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g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

   i. Within the unit;

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at this discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

   i. A defective paint surface shall be treated if the total area of defective paint on a component is:

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(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots on more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment

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procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely, and if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

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K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph "b" below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hand-wired smoke detectors prior to April 24,

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1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIR ITEMS

A. Correcting Initial HQS Fail Items

The Housing Authority of the City of Annapolis will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Housing Authority of the City of Annapolis to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units Under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endangered the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Housing Authority of the City of Annapolis will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct HQS failed items that are family-caused after proper notification has been given, the Housing Authority of the City of Annapolis will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

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1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Housing Authority of the City of Annapolis, extensions of up to 30 days may be granted to permit an owner to complete repairs of the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Housing Authority of the City of Annapolis will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.5 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

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K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

12.6 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Housing Authority of the City of Annapolis will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Housing Authority of the City of Annapolis will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Housing Authority of the City of Annapolis has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

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C. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Housing Authority of the City of Annapolis will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Housing Authority of the City of Annapolis to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Housing Authority of the City of Annapolis will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss out as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Housing Authority of the City of Annapolis immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Housing Authority of the City of Annapolis within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Housing Authority of the City of Annapolis. This shall be done by either paying the full amount due immediately upon the Housing Authority of the City of Annapolis requesting it or through a Repayment Agreement that is approved by the Housing Authority of the City of Annapolis.

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If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing. Under the Housing Choice Voucher program no vacancy loss will be considered.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the Housing Authority of the City of Annapolis will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Housing Authority of the City of Annapolis will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that verify the family circumstances.

Upon receipt of verification, the Housing Authority of the City of Annapolis will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

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14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority of the City of Annapolis taking action to terminate the family's assistance.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report all increases in earned income, including new employment within 10-Business Days in which the change takes effect.

Families will report all decreases in earned income and are required to provide third-party written verification in order to receive an adjustment to rent. Rent reduction will take place the first day of the month from the date of that the written verification of income reduction is received by HACA. All verifications must be submitted within 10-Business Days after the reported decrease in income.

Families are required to report the following changes to the Housing Authority of the City of Annapolis between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the Housing Authority of the City of Annapolis will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

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4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Housing Authority of the City of Annapolis will be bound by the courts determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Housing Authority of the City of Annapolis will make determinations on a case by case basis.

The Housing Authority of the City of Annapolis will issue a determination within 10-business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Annapolis will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Housing Authority of the City of Annapolis will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority of the City of Annapolis may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

The Housing Authority may at any time terminate program assistance for the participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligation under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority of the City of Annapolis determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

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If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.

If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority of the City of Annapolis to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

O. REMOVAL OF RENTAL ASSISTANCE BY HUD

Participant understands that the Voucher is available to families only because of the program subsidy payments made to HACA (rental assistance payments), which allows HACA to offer the rental assistance at a rent level that is less than the market (unsubsidized) rent which would otherwise be due on the Unit. If the amount of the Rental Assistance Payments is reduced or eliminated, HACA may be permitted by Section 35 of the united States Housing Act of 1937 (the "Act") to deviate from the Act's general restrictions regarding assistance, income eligibility, and other areas of public housing management. Under such circumstances, subject to the limitations described in Section 35 of the Act or any successor provision and in accordance with any implementing HUD regulation, HACA may take reasonable steps to put HACA's on a sound financial footing, including increasing the rent up to market levels, upon such notice to the Participant as required under state law.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

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The Housing Authority of the City of Annapolis will investigate and respond to complaints by participant families, owners, and the general public. The Housing Authority of the City of Annapolis may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Housing Authority of the City of Annapolis will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority of the City of Annapolis' decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Housing Authority of the City of Annapolis will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

2. A Housing Authority of the City of Annapolis determination not to approve an extension or suspension of a certificate or voucher term.

3. A Housing Authority of the City of Annapolis determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority of the City of Annapolis determination that a unit selected by the applicant is not in compliance with HQS.

5. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues.

7. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

C. Informal Review Process

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The Housing Authority of the City of Annapolis will give an applicant an opportunity for an informal review of the Housing Authority of the City of Annapolis decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Housing Authority of the City of Annapolis decision.

3. The Housing Authority of the City of Annapolis will notify the applicant of the Housing Authority of the City of Annapolis decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.

The Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

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2. Has otherwise been rehabilitated successfully and is no longer engaging in illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status.

The applicant family may request that the Housing Authority of the City of Annapolis provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance,* of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Housing Authority of the City of Annapolis will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority of the City of Annapolis decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority of the City of Annapolis policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority of the City of Annapolis utility allowance schedule

c. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

e. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the

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family unit size under the Housing Authority of the City of Annapolis subsidy standards, or the Housing Authority of the City of Annapolis determination to deny the family's request for an exception from the standards.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority of the City of Annapolis policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority of the City of Annapolis will give the opportunity for an informal hearing before the Housing Authority of the City of Annapolis terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required or Granted:

The Housing Authority of the City of Annapolis will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

2. General policy issues or class grievances.

3. Establishment of the Housing Authority of the City of Annapolis schedule of utility allowances for families in the program.

4. A Housing Authority of the City of Annapolis determination to approve an extension or suspension of a certificate or voucher term.

5. The Housing Authority of the City of Annapolis determination not to approve a unit or lease.

6. A Housing Authority of the City of Annapolis determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority of the City of Annapolis will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of the family size.

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8. A determination by the Housing Authority of the City of Annapolis to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In cases described in paragraphs 16.3(A) (1) (a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will notify the family that the family may ask for an explanation of the basis of the Housing Authority of the City of Annapolis; determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A) (1)(a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Housing Authority of the City of Annapolis and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Housing Authority of the City of Annapolis documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Housing Authority of the City of Annapolis does not make the documents(s) available for examination on request of the family, the Housing Authority of the City of Annapolis may not rely on the document at the hearing.

   b. The Housing Authority of the City of Annapolis will be given the opportunity to examine, at the Housing Authority of the City of Annapolis' offices before the hearing, any family documents that are directly relevant to the hearing. The Housing Authority of the City of Annapolis will be allowed to copy any such document at

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the Housing Authority of the City of Annapolis' expense. If the family does not make the document(s) available for examination on request of the Housing Authority of the City of Annapolis, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer or Panel

a. The hearing will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Housing Authority of the City of Annapolis hearing procedures.

4. Evidence

The Housing Authority of the City of Annapolis and the family must have the opportunity to present evidence and may question any witnesses.

Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Housing Authority of the City of Annapolis is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority of the City of Annapolis is not required to provide an opportunity for an

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informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority of the City of Annapolis hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority of the City of Annapolis determines that it is not bound by a hearing decision, the Housing Authority of the City of Annapolis will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

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F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Housing Authority of the City of Annapolis provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of the receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Housing Authority of the City of Annapolis. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Housing Authority of the City of Annapolis after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

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iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Housing Authority of the City of Annapolis a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

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1. Automatic Termination of the Contract

   a. If the Housing Authority of the City of Annapolis terminates assistance to the family, the contract terminates automatically.

   b. If the family moves out of the unit, the contract terminates automatically.

   c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of contract by owner

   The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Housing Authority of the City of Annapolis

   The Housing Authority may terminate the HAP contract because:

   a. The Housing Authority has terminated assistance to the family.

   b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

   c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

   d. When the family breaks up and the Housing Authority of the City of Annapolis determines that the family members who move from the unit will continue to receive the assistance.

   e. The Housing Authority of the City of Annapolis determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

   f. The owner has breached the contract in any of the following ways:

      i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

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ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Housing Authority of the City of Annapolis to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Housing Authority of the City of Annapolis against costs associated with any judgment of infringement of intellectual property rights.

20.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Authority of the City of Annapolis will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by the supervisor or another qualified person other than the one originally responsible for the work or someone subordinate

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to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment program for our size housing authority.

21.0 – PARTICIPANT OBLIGATION TO REPAY

If A Participant and a member of a participant's household submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income and as a result, is charged a rent less than the amount required by HUD's rent formulas, Participant agrees to reimburse HACA for the difference between the rent that should have been paid and the rent that was charged. Knowingly giving HACA false information regarding income or other factors considered in determining program eligibility and rent is a violation and is grounds for program termination. Participant will be subject to penalties available under Federal law. Those penalties include fines up to $10,000.00 and/or imprisonment for up to five (5) years.

22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after August 12, 1999, the Housing Authority of the City of Annapolis will only enter into a HAP contract for the tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy

If the Housing Authority of the City of Annapolis had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

C. Voucher Tenancy

If the Housing Authority of the City of Annapolis had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of

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the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

D. Regular Certificate Tenancy

The Housing Authority of the City of Annapolis will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Housing Authority of the City of Annapolis will give at least 120 days written notice of such termination to the family and the owner, and the Housing Authority of the City of Annapolis will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Housing Authority of the City of Annapolis may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

23.0 TRANSITION TO CONVERSION VOUCHERS

The Housing Authority of the City of Annapolis upon submission of a Conversion Voucher application to HUD and approval by HUD may administer Conversion Vouchers. Conversion vouchers assist PHAS with relocation or replacement housing needs that result from the demolition, disposition, or mandatory conversion of public housing units. Also conversion vouchers include providing assistance to families living in section 8 projects for which the owner is opting out of the HAP contract, HUD is taking enforcement action against owners with project-based assistance, and project for which the owner is prepaying the mortgage.

24.0 VOLUNTARY CONVERSION OF PUBLIC HOUSING UNITS TO TENANT-BASED OR PROJECT-BASED ASSISTANCE

The Housing Authority of the City of Annapolis upon conducting required assessment of viability of public housing and performing Cost-Test and Market Analyses for Voluntary Conversion of Public Housing Units Pursuant to 24 Code of Federal Regulations Part 972, Section 22 of the U.S. Housing Act of 1937 by Section 533 of the Quality Housing and Work Responsibility Act of 1998 may seek the approval of HUD to convert identified development(s) and/or units to Tenant Based and/or Project Based Voucher program.

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Addendum to the Section 8 Admin Plan

PROJECT-BASED VOUCHER (PBV) PROGRAM

Addendum to the Section 8 Admin Plan

PROJECT-BASED VOUCHER (PBV) PROGRAM

On October 13, 2005, HUD published final regulations for the Project-Based Voucher (PBV) program, superseding regulations at 24 CFR part 983 (see 70 FR 59892). This Addendum provides the Housing Authority of the City of Annapolis' (HACA) policies and procedures for its PBV program in accord with the new regulations.

HACA's PBV program is subject to the regulations at 24 CFR part 983, which includes regulations governing policies and procedures that are not specified in this Administrative Plan.

In addition to the policies and procedures stated below, and other PBV regulations stated at 24 CFR part 983, HACA's PBV program is subject to most of the requirements of the Housing Choice Voucher Program, as specified in this Administrative Plan and in other HUD regulations.

A. HACA's PBV COMMITMENTS AND PRIORITIES

HACA's PBV program is designed to ensure that PBV assistance is used to support goals that could not be equally achieved through the use of tenant-based voucher assistance. HACA's PBV program has is committed to the following priorities:

1. Expand the supply of affordable housing and increase the affordable housing choices of residents within the jurisdiction
2. Support projects which further revitalize neighborhoods, promote the deconcentration of poverty and generally provide increased housing and economic opportunities.
3. Work with the community to identify and serve populations with particular housing needs, including but not limited to the provision of supportive services to promote self-sufficiency and supportive housing for families with disabilities.

B. PROPOSAL SUBMISSION AND SELECTION

Request for Proposals Process

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HACA will select PBV proposals through a public Request for Proposals (RFP) process.

HACA's PBV RFP will be advertised in a manner to provide broad public notice of the opportunity to offer PBV proposals for consideration by HACA. The public notice procedures will include publication of the general notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

The public notice of the PBV RFP will specify the submission deadline. The public notice will inform owners or developers seeking project-based assistance of the availability of the full RFP document at HACA's main offices at 1217 Madison Street, Annapolis, MD.

The full RFP document will provide detailed information about proposal submission and selection procedures and will be available upon request of interested parties at HACA's main offices.

Property owners may submit PBV proposals in accord with the proposal submission guidelines stated in the full RFP document. Proposals will be selected according to explicit criteria specified in the full RFP document, following the selection criteria stated below. Under no circumstances will HACA's RFP selection criteria limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

Alternative Competitive Processes

In lieu of the above RFP process, HUD regulations permit HACA to select a PBV proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals, where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance, or in other circumstances as allowed by the regulations or other PBV requirements.

Proposals for PBV assistance which have been independently selected for housing assistance as described above may be submitted to HACA on a rolling basis. HACA's selection of proposals under the alternative competitive processes may be contingent upon the owner providing additional information required according to HACA's selection requirements and HUD and HACA requirements for PBV assistance. HACA will inform owners of any additional requirements at the time their proposals are submitted.

Selection Criteria

Proposals will be selected according to the following selection criteria:

- The housing must promote one of HACA's priorities for its PBV program;
- The proposal must comply with all HUD program regulations and requirements;

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- The property must be eligible housing;
- The proposal must comply with the HUD cap on PBV units per building;
- The housing site must meet the site selection standards detailed at 24 CFR 983.57;
- Proposals for new construction or rehabilitation projects must demonstrate capacity, experience, and successful outcomes in prior projects that indicate their ability to complete the construction work effectively and within the proposed schedule;
- Proposals for all housing must demonstrate capacity, experience, and successful outcomes in property management, particularly management of housing targeted to low income persons and families;
- Proposals for supportive housing must demonstrate the capacity, experience, and successful outcomes of the supportive services provider that indicate its ability to effectively provide sufficient supportive services. More detailed information about minimum supportive services guidelines is provided later in this addendum.
- Proposals must provide evidence of sufficient financing commitments (for construction, operations, and supportive services if applicable) to demonstrate the project's long-term viability.

Public Notice and Review of HACA Proposal Selection

HACA will provide public notice of PBV proposal selections, including publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

HACA will make documentation available for public inspection regarding the basis for HACA's selection of a PBV proposal.

C. SITE SELECTION STANDARDS

HACA will only select proposals which demonstrate consideration of and compliance with the site selection standards at 24 CFR 983.57, as such may be amended or revised, which shall ensure that selected proposals will meet the above program goals of deconcentrating poverty, expanding housing and economic opportunities, and otherwise providing needed housing support.

D. SUPPORTIVE SERVICES GUIDELINES AND REQUIREMENTS

Pursuant to HUD regulations, project-based assistance will ordinarily be limited to 25% of the units contained within the proposed project. However, for projects providing supportive services, each unit that is occupied by families receiving qualified supportive services shall be an "excepted unit" and shall not apply towards the 25% cap.

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Qualifying Supportive Services

- Participation in HACA's FSS program
- Educational Services or Counseling
- Employment or vocational training, counseling or referrals
- Life skills training or counseling
- Credit counseling
- Personal finance training and counseling
- Healthcare prevention and/or Community Outreach
- Supportive housing for persons with developmental disabilities or mental illness
- Supportive housing for persons with legal custody of grandchildren
- Referrals to or provision of day care, after school programs or other youth services.

It is not necessary that the above services be provided by or at the project. However, to qualify for as an "excepted unit" a family must have at least one member receiving at least one qualifying supportive service. Proposals that include supportive services should identify the particular services that will be provided and the service provider(s). HACA will evaluate proposals including supportive housing units on the basis of the specific services provided, the intensity of the services and the target population to be served. HACA will also evaluate supportive housing proposals based on the history and track record of the proposed service providers and the need for the supportive housing at the proposed site.

Family Responsibility

At the time of the initial lease execution between the family and the owner, the family and HACA must sign a Statement of Family Responsibility. The Statement of Family Responsibility must contain all family obligations including the family's participation in a service program as contemplated within this Administrative Plan.

At the family's annual income recertification, HACA will require written documentation from the service provider indicating the family's continued compliance with the terms of the supportive services plans. Project owners will also be expected to provide some level of monitoring of the services provided. This monitoring should be detailed in the proposal, and will be evaluated as part of the selection process. At HACA's discretion, HACA may request additional documentation of compliance with supportive service obligations.

The unit eligible for status as an "excepted unit" so long as at the time of the occupying family's initial tenancy at least one member of the family is receiving a qualifying supportive service. If the family completes an FSS contract of participation or the supportive services requirement, the unit will continue to count as an "excepted unit" for as long as the family resides in that unit.

Family Failure to Comply with Supportive Service Requirements

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Failure without good cause by a family to complete or comply with its supportive service participation requirements will result in termination of the project based assistance for that unit and may result in the termination of the lease by the project owner.

E. WAITING LISTS

HACA will establish individual site-based waiting lists for each PBV project selected.

HACA will offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list(s) for PBV assistance.

HACA will open and close the site-based waiting lists pursuant to the procedures outlined in Administrative Plan.

F. PREFERENCES

HACA may establish separate preferences for each PBV project. These preferences may include those for elderly or disabled families, or preferences related to supportive housing programs. Preferences may include those outlined in the Administrative Plan.

Any preferences that would be necessary to the operation of the project, or required by a funding source must be disclosed in the proposal.

Supportive Housing Related Preferences

If PBV units include special accessibility features for persons with disabilities, HACA will first refer families who require such accessibility features to the owner. For other units that are designated to receive supportive services, HACA may give preference to disabled families who need services offered at a particular project. Project owners may advertise the project as offering services for a particular type of disability, however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project.

Only families that meet the following limits will be eligible for any supportive housing preference:

- Families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
- Families that without appropriate supportive services will not be able to obtain or maintain themselves in housing
- Families for whom such services cannot be provided in a non-segregated setting.

Disabled residents shall not be required to accept the particular services offered at the project.

HACA is prohibited from granting preferences to persons with specific disabilities (see 24 CFR 982.207(b)(3),

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G. APPLYING FOR ADMISSION

The process for applying for admission to the PBV program is not different than the process for applying for admission to the tenant-based program, which are provided in HACA's Administrative Plan.

At the time of the application, HACA will provide applicants with the opportunity to be placed on the tenant-based waiting list if open, or any open site-based waiting lists.

H. TENANT SELECTION

When notified of a vacancy in a PBV unit, HACA will refer tenants according to the following procedures:

First-come, first-served among applicants on the specific PBV waiting list.

For PBV waiting lists that include preferences, HACA will select applicants from the waiting list on a first-come, first-based basis who:

- Qualified for preference at the time of application; and
- Continue to qualify for preference at the time of admission.

I. TENANT SCREENING

HACA's procedures for tenant screening for the PBV program are not different than procedures for screening tenant-based applicants, which are provided in HACA's Administrative Plan.

HACA's policy for providing information to owners about families referred to PBV units is not different than HACA's policies for tenant-based applicants, which are provided in HACA's Administrative Plan.

J. PROCEDURES FOR FAMILIES OCCUPYING A UNIT OF THE WRONG SIZE OR AN ACCESSIBILE UNIT WHOSE ACCESSIBILITY FEATURES ARE NOT REQUIRED BY THE FAMILY

If a family is determined by HACA to occupy a wrong-sized unit, or a unit with accessibility features that the family does not require (and such unit is needed by a family that requires the accessibility features) then HACA must promptly notify the family and the project owner of this determination and must offer continued assistance in another appropriately sized or accessible unit.

Continued assistance after unit, which may include, but is not limited to the following options:

- PBV assistance in an appropriate-sized unit (in the same building or in another building);
- Other project-based housing assistance (including occupancy of a public housing unit)
- Tenant-based rental assistance under the voucher program; or

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- Other comparable public or private tenant-based assistance (e.g., under the HOME program).

For families who have been notified that they occupy a wrong-size unit, and offered continued assistance:

- If the PHA offers the family the opportunity receive tenant-based rental assistance under the voucher program, the PHA must terminate the HAP payments for a wrong-sized unit at expiration of the term of the family's voucher (including any extensions granted by the PHA).
- If the PHA offers the family the opportunity for another form of continued housing assistance (as provided above), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the HAP payments for the wrong-sized unit, at the expiration of a reasonable period as determined by the PHA.

K. RIGHT TO MOVE

A family residing in a PBV unit may terminate the assisted lease any time after the first year of occupancy and request comparable tenant-based assistance from the HACA.

Should a family terminate its PBV lease and request alternate assistance, the HACA shall offer the family the opportunity for continued tenant-based rental assistance, or if such assistance is not immediately available upon termination of the lease, the HACA will give the family priority to receive tenant-based rental assistance at the next available opportunity for such tenant-based rental assistance.

If the family terminates the assisted lease before the end of the first year of occupancy, the family will not be entitled to tenant-based assistance or priority for such assistance under this section. However, the family may reapply for tenant-based assistance or other project based assistance as otherwise provided in this Administrative Plan.

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Glossary

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortizations cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

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b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets:see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

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Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.*)*.
Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to**:**

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a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

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Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well- being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act)*

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

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Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

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Participant (participant family]: A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long-continued and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

   (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

   (2) is manifested before the person attains age 22;

   (3) is likely to continue indefinitely;

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(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

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Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

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Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act. which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative

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household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

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Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

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ACRONYMS

ACC Annual Contributions Contract

CACC Consolidated Annual Contributions Contract

CFR Code of Federal Regulations

FMR Fair Market Rent

FSS Family Self Sufficiency (program)

HA Housing Authority

HAP Housing Assistance Payment

HCDA Housing and Community Development Act

HQS Housing Quality Standards

HUD Department of Housing and Urban Development

INS (U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

NOFA Notice of Funding Availability

OMB (U.S.) Office of Management and Budget

PBC Project-Based Certificate (program)

QHWRA Quality Housing and Work Responsibility Act of 1998

PHA Public Housing Agency

TTP Total Tenant Payment

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TAB – 9 Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2013 grants)**		
a) Public Housing Operating Fund	$3,266,643	
b) Public Housing Capital Fund	$1,175,765	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$3,897,010	HAP/UAP/ADMIN
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self-Sufficiency Grants (Homeownership)	$142,632	Program Costs
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
Section 8 Substantial Rehabilitation	N/A	
Section 8 Project-Based Assistance	$350,789	HAP/Admin Costs
2. Prior Year Federal Grants (unobligated funds only) (list below)		
FY2011 Capital Fund Program	$23,348	Site/Dwelling Structures & Equip.
FY2012 Capital Fund Program	$244,269	Dwell Equip, Non-Dwell Structures, Equip.and Hsing Replacemt Factor
3. Public Housing Dwelling Rental Income	$1,857,735	Operations
4. Other income (list below)		
Maintenance Income	$4,453	Operations
Interest Income	$3,840	Operations
Miscellaneous income	$21,536	Operations
5. Non-federal sources (list below)		
Bond Funds (CCFP)	N/A	
Congregate Housing	$94,575	Program Costs
Total Resources	$11,082,594	

TAB 10

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

POLICY GOVERNING RENTS CHARGED FOR PUBLIC HOUSING AND HOUSING CHOICE VOUCHERS PROGRAMS

PUBLIC HOUSING

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of”

A. 10% of monthly income

B. 30% of adjusted monthly income

C. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

The total tenant payment does not include charges for excess utility consumption or other charges.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon expiration of the 12 month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues then for the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase would have otherwise received.

13.3 MINIMUM RENT

The Housing Authority of the City of Annapolis has set a minimum rent in accordance with HUD regulations. The resident will be required to pay $50.00 as the minimum rent, unless HACA grants an exception due to financial hardship.

MINIMUM RENT HARDSHIP EXEMPTION

HACA has adopted a minimum rent of $50.00 per month, under the following criteria HACA may suspend the minimum rent:

When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program.

When the family would be evicted because it is unable to pay the minimum rent

When the income of the family has decreased because of changed circumstances including loss of employment

When a death has occurred in the family, and

Other circumstances determined by HACA or HUD

HACA will advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent request a hardship exemption, HACA must suspend the minimum rent, effective the following month. HACA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.

The suspension of minimum rent continues until HACA determines whether or not the hardship is temporary or long term.

If the hardship is verified to be temporary (less than 90 days) HACA will reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days) the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If HACA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and the HACA may not require the resident to make an escrow deposit to obtain the grievance hearing.

13.4 THE FLAT RENT

The Housing Authority of the City of Annapolis has set a flat rent for each public housing unit. In doing so, the PHA considered the location, quality, size of unit and the age of the unit; and any amenities, housing services, maintenance and utilities. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. The PHA must use a reasonable method to determine the flat rent for a unit. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Annapolis will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of the City of Annapolis will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable

housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for The Housing Authority of the City of Annapolis. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Housing Authority of the City of Annapolis shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, The Housing Authority of the City of Annapolis will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to The Housing Authority of the City of Annapolis. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For The Housing Authority of the City of Annapolis paid utilities, The Housing Authority of the City of Annapolis will monitor the utility consumption of each household. Any consumption in excess of the allowance established by The Housing Authority of the City of Annapolis will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Requests for relief from surcharges for excess consumption of The Housing Authority of the City of Annapolis purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by The Housing Authority of the City of Annapolis on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 EXCESSIVE UTILITY PAYMENTS

Residents in units where the HACA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. The charge shall be applied as specified in the lease.

Prior to any utility baseline imposed by the Housing Authority of the City of Annapolis, it will specifically take into account the overall condition of the dwelling unit and the ability of the resident to regulate the utility being consumed, in addition to being individually metered.

Consumption in excess of the established surcharges will be billed monthly to the tenant and is payable upon receipt of each billing cycle.

13.8 PAYING RENT AND SECURITY DEPOSIT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at Housing Authority Administrative Building located at 1217 Madison Street and Glenwood Apartments located at 701 Glenwood Street, Annapolis, MD**.** Reasonable accommodations for this requirement will be made for persons with disabilities. Partial payments are not accepted. As a safety measure, no cash shall be accepted as a rent payment

All rent not paid by the sixth (6th) day of each month will be assigned a late charge equal to five per cent of the current monthly rent as part of the rent for that month, not to exceed Ten ($10.00) Dollars. Notwithstanding the foregoing, a late charge is not due and collectable until two weeks after the Authority gives written notice to the Tenant of such charges.

The security deposit is an amount equal to fifty (50.00) dollars or one month’s Total Resident payment, whichever is greater, but not to exceed two hundred ($200.00) dollars.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After August 12, 1999, the Housing Authority of the City of Annapolis will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to the owner is approved.

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority of HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing service, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by The Housing Authority of the City of Annapolis and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or non insured 236 project, a 515 project of the Rural Development Administration , or a Section 221 (d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.88

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Housing Authority of the City of Annapolis will review its determination of the payment standard annually after publication of the FMRs. The Housing Authority of the City of Annapolis will consider vacancy rates and rents in the market area, size and quality of the units leased under the program, rent and units leased under the program, success rates of voucher holders in finding the units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Authority of the City of Annapolis may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size may increase or decrease while other remains unchanged. The Housing Authority of the City of Annapolis may consider adjusting payment standards at the times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the low of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, The Housing Authority will use the appropriate payment standard for the Rent area.

C. During the HAP contract term for a unit, the amount of the payment Standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time the Housing Authority requests and HUD approves a higher exception payment standard rent.
If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

The total tenant payment is equal to the highest of:

1. 10% of the monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus ant rent above the payment standard.

B. Minimum Rent.

The Housing Authority of the City of Annapolis has set the minimum rent as $50.00.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or The minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

2. The payment standard is the lower of:

a. The payment standard amount for the appropriate family unit size; or

b. The payment standard amount for the size of the dwelling unit actually rented by the family.

a. If the dwelling unit is located in an exception area, The Housing Authority of the City of Annapolis will use the appropriate payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of:

i. The initial payment standard (at the beginning of the

HAP contract term), as determine in accordance with paragraph (1) (a) or (1) (b) of this section, minus any amount by the initial rent to the owner exceeds the current rent to the owner or

ii. The payment standard as determined in accordance with paragraph (1) (a) or (1) (b) of this section, as determined at the most recent regular reexamination of the family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in the family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c) (i) of this section does not apply: and

ii. The new family unit size must be used to determine the payment standard.

2. The Housing Authority of the City of Annapolis will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total payment; or

b. The gross rent minus the total tenant payment.

A. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for total of the real property on which the manufactured home owned by the family is located.

B. Rent for families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may not be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance is under the provision is 18 months. The Housing Authority of the City of Annapolis will grant each family a period of 6 months to find suitable housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

Suitable housing means that housing is not substandard and it is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistant payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Total Tenant Payment. The Total Tenant Payment is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment of the rent to owner. If payments are not made when due, the owner may charge the Housing Authority of the City of Annapolis a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Annapolis jurisdiction.

11.8 CHANGE OF OWNERSHIP

The Housing Authority of the City of Annapolis requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority of the City of Annapolis' rent payment or the address as to where the rent payment should be sent.

In addition, the Housing Authority of the City of Annapolis requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number

New owners will be required to execute IRS Form W-9. The Housing Authority of the City of Annapolis may withhold the rent payment until the taxpayer identification number is received.

TAB 11
HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

MAINTENANCE PLAN

Executive Summary

The Housing Authority of the City of Annapolis is responsible for maintaining the physical condition of its units of Public Housing, non-dwelling facilities and grounds. All units are located within the service area and all maintenance-related services are provided from the Central Maintenance Facility.

It is essential that the Maintenance Operation be adequately planned, staffed, and implemented with individual employee job performance evaluated and documented on a regular basis. A maintenance plan is essential to a well-integrated maintenance operation that is efficient and effective. A systematic and efficient maintenance plan assists in keeping the Housing Authority's physical facilities in good condition, extending the useful life, and resulting in lower operating and maintenance costs. In addition, a well-maintained facility adds to the marketability of the units in the marketplace.

Performing maintenance in a timely and quality manner is a priority of the Housing Authority. This goal is achieved through this maintenance plan which outlines procedures for efficient and effective performance of functions in the following areas:

- Work Order Classification
- Work Order Receipt and Distribution
- Work Order Tracking
- Emergency After-Hours Maintenance Services
- Vacancy Preparation
- Preventive Maintenance/HQS Inspections
- Systems Inspections
- Inventory Control
- Contracting
- Infestation and Pest Control
- Lawn Maintenance

Work Order Classification

The work order system is the most critical part of the tracking system for the Maintenance Department. The work order system documents requests, maintains schedules, documents response time, and provides PHAS reporting requirements for all functions. The Housing Authority utilizes a work order system that provides the information needed for preparing reports to evaluate the performance of the maintenance operation.

Work orders are classified as:

- Emergency/Urgent
- Routine
- Housing Quality Standards
- Preventive Maintenance
- Vacancy
- Systems Inspections

The maintenance staff completes work orders by listing all labor and materials. The staff should account for seven and one half-hours per day, including travel time, on work orders. The proper classification of work items is critical to the success of the work order system. All items of an emergency/urgent nature are classified accordingly and receive continuous attention until complete. The time of receipt and the completion time are noted for all emergency/urgent work orders as well as all other classifications.

Work Order Receipt and Distribution

The Central Maintenance phone number is provided to all residents and posted at the Central Office. Residents call the Central Maintenance Office to initiate work requests. Work orders are entered into the work order system. Work orders are generated and forwarded to the maintenance supervision staff for distribution to the appropriate staff daily. Emergency and urgent work orders are completed first, followed by routine requests. Work orders for PM, HQS, and vacancy prep., are assigned to the appropriate staff.

Completed work orders are posted listing all labor, materials, completion date and time, and number of hours spent, including travel. When materials are posted, the work order is removed from the inventory. The mechanic and the resident, if available, are required to sign the work order, and the resident receives a copy. The maintenance staff is responsible for filing a copy of the completed work order in the resident's file. If residents are being charged for repairs, a copy of the work order is attached to the payment notice sent to the resident by housing management.

Work Order Tracking

Work orders are completed and properly posted to the work order system with totals transferred monthly to the Monthly PHAS Report for Maintenance Related Items. The Management Reporting System tracks and reports the number and type of work orders received, work orders completed, average completion time, and outstanding work orders for the current month, in addition to the year-to-date cumulative totals per category.

Emergency After Hours Maintenance Services

The assigned staff will rotate weekly on call for all after hour emergencies. The on-call person has a digital beeper and the after hours answering service gives the resident the beeper number for any emergency call.

The Resident's are advised of what constitutes a legitimate emergency request. Residents are advised that they will be charged for unjustified call-outs. Maintenance staff members responding to emergency after hour calls receive time and a half for all documented response time.

Vacancy Preparation

The Housing Authority of the City of Annapolis had 254 move-outs over the last 22 months. Annualized, that number comes to approximately 138 move-outs. This represents a 13% turnover annually. The goal of the Maintenance Department is to complete a vacant unit within 5 calendar days after receipt of the vacancy preparation work order.

When units become vacant, the maintenance staff makes a move-out inspection using the Vacancy Preparation Checklist. One vacancy preparation work order is generated listing all work items required and the proper staff person lists all parts, materials, and labor on that work order. Upon completion, the maintenance supervisory staff re-inspects the unit, and if accepted, notifies Housing Management by memorandum that the unit is ready for occupancy. A listing of any Resident charges for damages is provided to Housing Management. Housing Management conducts a move-in inspection when the unit is shown to a prospective resident. If exceptions are found, the maintenance staff corrects the deficiency immediately.

Preventive Maintenance (PM)/HQS Inspections

The Authority recognizes the need to perform preventive maintenance to increase the life of equipment, reduce the number of emergency and routine work orders, and increase the marketability of the Authority-owned units.

The Maintenance Supervisory staff schedules specific units on a weekly basis based on an average of four man-hours per units per year. Completed PM work orders provide documentation for the Preventive Maintenance Program. The maintenance supervisory staff performs the HQS inspections using Housing Quality Standards or their equivalent for quality control and monitoring the staff. One copy of the HQS Inspection Form is placed in the Unit File. The unit passes the HQS inspection if the PM staff was thorough and the Resident is not abusing the unit. If the unit fails, an HQS work order is generated. This is the only HQS work order generated. The PM staff returns to the unit to complete the HQS work order within the week. The PM staff is required to use the Vacancy

Preparation Checklist to verify all work items are checked and related work and materials are listed on the PM work order.

Systems Inspections

The Housing Authority performs systems inspections of each Authority site on an annual basis on or before the ninth month of the fiscal year. The maintenance supervisory staff is responsible for performing the inspection. Systems work orders are generated for any failed items found during the systems inspections. To ensure accuracy and consistency, the Authority has developed a Systems Inspection Log and checklist.

Inventory Control

The Authority has a central stock room with limited access controlled by the maintenance supervisory staff. Parts are issued from the stock room only when a work order is presented with a work order number. All parts are numbered and are posted on the inventory system. When parts are posted on completed work orders, the part is removed from the inventory listing.

Restocking of inventory is performed in compliance with the Authority's Procurement Policy.

CONTRACTING

Contract services are required to supplement the vacancy preparation effort as required.

Infestation and Pest Control

As a part of the Housing Authority's commitment to obliterating roaches within all of its developments, a copy of the Pest Control contract is attached.

Trash Removal

In an effort to provide sanitary conditions, the Housing Authority contracts out trash removal. The contractor is responsible for cleaning and making repairs to the trash containers when necessary.

Fire Systems

The Housing Authority contracts all inspections of fire sprinklers and fire extinguishers.

Elevator

The annual inspection of the elevator in the Glenwood high-rise is contracted.

Security Systems

The Housing Authority contracts the monitoring services on existing security systems.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

TAB 12

GRIEVANCE POLICY AND PROCEDURE

All grievances concerning the obligations of a Complainant and/or members of the Complainant's household and the Housing Authority of the City of Annapolis ("Housing Authority"), in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), which adversely affect the Complainant's rights, duties, welfare or status, shall be resolved in accordance with this "Grievance Policy and Procedure".

RIGHT TO A HEARING

Upon filing a verbal or written request in accordance with this Policy, a Complainant shall be entitled to an informal hearing or a formal hearing before the Hearing Panel as provided herein.

DEFINITIONS

COMPLAINANT shall mean any Tenant, Applicant and/or Section 8 Participant whose grievance is presented to the Housing Authority for an informal settlement or a formal hearing as defined herein.

ELEMENTS OF DUE PROCESS, as used in this Policy, shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

- Adequate notice to the Complainant of the grounds for terminating the tenancy and for eviction

- Right of the Complainant to be represented by counsel at the expense of the Complainant.

- Opportunity for the Complainant to refute the evidence presented by PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have.

- A decision on the merits.

GRIEVANCE shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions Continued Occupancy Plan (ACOP), Section 8 Administrative Plan or other HACA regulations, or HUD regulations which adversely affect the individual Complainant's rights, duties, welfare or status.

HOUSING AUTHORITY or **HACA** or **PHA** shall mean the Housing Authority of the City of Annapolis.

HEARING PANEL shall mean a panel of five impartial individuals appointed by the **Board of Commissioners**. At least one panel member shall be a recommendation of the Resident Advisory Board Advisory Board and at least one shall be a representative of the mediation center.

HUD shall mean the United States Department of Housing and Urban Development.

POLICY shall mean the "Grievance Policy and Procedure" contained herein.

COMPLAINANT shall mean the adult person (or persons, other than a live-in aide):

- Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit;

- Who resides in the unit, and is the remaining head of household of the complainant family residing in the dwelling unit.

- Who is an applicant on the public housing and/or section 8 waiting list and a person who is a participant of the Housing Choice Voucher Program.

INFORMAL SETTLEMENT

Any grievance may be personally presented in writing to the Property Manager within ten (10) business days of the date of notice of the Housing Authority's action or inaction (including, but not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice of transfer) so that the grievance may be discussed informally and possibly settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to and signed by the complainant and one copy retained in Housing Authority's in the complainant file and the official Grievance file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

The failure of the complainant to submit a request for a formal discussion within ten-days (10) of the informal summary results shall terminate the complainant's right to a formal settlement under this Policy. However, such failure shall not constitute a waiver of any right of the complainant to contest the Housing Authority's action or inaction or the disposition of a grievance to a formal hearing to the Board of Commissioners or in an appropriate judicial proceeding. Additionally, each complainant and/ or their respective representative(s) have a right to refer complaints to HUD if the complainant believes HACA's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

The Property or Program Manager may consider the reason(s) for the failure to submit a timely request or appear and may extend the time by which to submit the request or reschedule the informal discussion in writing, both the Complainant and the HACA representative must agree to the date and time.

COMPOSITION AND SELECTION OF HEARING PANEL

The hearing panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Mediation Center. The Complainant representative or any other member on the hearing panel shall not be an employee of the HACA or HACA management agents.

The hearing panel shall be informed of the composition of the hearing panel that will hear the complaint. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing. A hearing panel member may be disqualified from sitting on the hearing panel if the member (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA, (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a hearing panel member is disqualified, the remaining hearing panel members shall decide the issue. A minimum of three panel members shall constitute a quorum.

The members of a hearing panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

PROCEDURE TO OBTAIN A HEARING

Request for hearing. The Complainant shall submit a written request for a formal hearing to the Housing Authority or the development site office within ten 10 business days after receipt of the summary discussion in the informal settlement of grievance. The written request shall specify:

- The reason of the grievance; and
- The action of relief sought

Failure to request a hearing. If the Complainant does not request a formal hearing or fails to submit a timely request for a hearing, then the Housing Authority's disposition of the grievance under the informal settlement procedure shall become final, provided that failure to request a formal hearing shall not constitute a waiver by the Complainant of his right hereafter to contest Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite. All grievances shall be personally presented in writing, pursuant to the informal procedure as a condition precedent to a formal hearing under this Section, provided, that if the Complainant shows good cause why he/she failed to proceed in accordance with the informal settlement procedure to the Hearing Panel, the provisions of this Subsection may be waived by the Hearing Panel.

Escrow deposit. Before hearing any grievance involving an amount of monthly rent, the Complainant shall pay to the Housing Authority as an escrow deposit, an amount

equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. Before hearing any grievance involving an amount of retroactive rent, the Complainant shall pay to the Housing Authority as an escrow deposit, an amount equal to the amount of retro-active rent due to the Housing Authority. In the case of monthly rent, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

HACA will waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 Code of Federal Regulation (CFR) 5.630 or 5.615.

Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the procedure in this Section, provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the grievance in any appropriate judicial proceeding.

Scheduling of hearings. Upon the Complainant's compliance with the requirements of this Section, a hearing shall be scheduled by a Housing Authority staff member promptly within ten (10) days of receipt of the request for hearing, convenient to both the Complainant and the Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by a representative of the Housing Authority.

Grievance File Management. Upon receiving a request for a grievance hearing or appeal or review of a HACA decision by a Complainant, the Housing Authority shall create a separate file for the Complainant which shall only contain documents related to the grievance hearing. Each grievance file shall be assigned an individual case number.

PROCEDURES GOVERNING THE HEARING

The hearing shall be held before a Hearing Panel as defined above.

The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.

The Complainant shall be afforded a fair hearing, which shall include:

- The opportunity to examine before the grievance hearing any Housing Authority documents, including records and regulations that are directly relevant to the hearing. The complainant shall be allowed to copy any such document at the complainant's expense. If the Housing Authority does not make the document available for examination upon request by the Complainant, the Housing Authority may not rely on such document(s) at the grievance hearing.

- The rights to be represented by counsel or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.

- The right to a private hearing unless the Complainant requests a public hearing and the Hearing Panel agree to a public hearing. This shall not be construed to limit the attendance if persons with a valid interest in the proceedings.

- A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed five (5) business days or make a determination that the party has waived their right to a hearing. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest Housing Authority's deposition of the grievance to the Board of Commissioners and/or in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require the Housing Authority, the Complainant, the Complainant's counsel and other participants or spectators to conduct them in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.

The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a certified sign language interpreter, reader, and accessible locations and attendants.

If the complainant is visually impaired, any notice to the complainant that is required under this Policy will be in an accessible format and/or an agreeable format for both parties.

DECISION OF THE HEARING PANEL

The Hearing Panel shall prepare a written decision, together with the reasons therefore, within a ten (10) days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the complainant's Grievance and Complainant folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective complainant, their representative, or the Hearing Panel. All requested documents such as; recording, transcript and copies from the file will be at the Complainant expense based on reasonable cost associated with the request.

APPEALS

If the decision is in favor of HACA, the Complainant may appeal this decision to the Board of Commissioners in writing within ten (10) working days of Complainant Complainant's of the date of the letter rendering the decision.

The decision of the Hearing Panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the decision of the panel is contrary to applicable Federal, State, or local law, HUD

regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority. If such determination is made, the Executive Director shall notify the Complainant within (15) working days of receipt of the Hearing Panel's decision to include the complainant's right to appeal to the Board of Commissioners, HUD and/or to the appropriate judicial court for review.

A decision by the panel in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or part shall not constitute a waiver of, nor affect in any matter whatever, the rights of the Complainant to a trial or judicial review in any proceedings, which may thereafter be brought in the matter.

PHA EVICTION AND/OR DENIAL ACTIONS

If a complainant has requested a hearing in accordance with the Policy on a complaint involving a Housing Authority notice of termination of tenancy and the Hearing Panel uphold the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action to State or local court until it has served a notice to vacate to the complainant, and in no event shall the notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the complainant fails to quit (leave) the premises within the applicable statutory period or on the termination date appropriate action will be brought against the respective complainant and he/she may be required to pay court costs and attorneys' fees.

APPLICABILITY

This grievance procedure is applicable to all individual grievances which a Complainant may have with respect to the Housing Authority's action or its failure to act in accordance with the individual Complainant's Lease, HUD and/or Housing Authority regulations which adversely affects the individual Complainant's rights, duties, welfare, or status except that this procedure shall not be applicable to any termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other complainants or employees of the Housing Authority;

- Any violent or drug-related criminal activity on or off such premises;

- Any criminal activity that resulted in felony conviction of a household member.

HUD has determined that the Maryland procedure for: (1) and action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An eviction for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with due process. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Authority is not required to afford an opportunity for a hearing in the above circumstance, and the Authority has excluded from the grievance procedure terminations of tenancy/evictions as set forth above.

This Policy shall not be applicable to disputes between Complainants not involving Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Complainants and Housing Authority's Board of Commissioners.

NOTICES

All notices under this grievance shall be deemed delivered: (1) upon personal service therefore upon the Complainant or an adult member of the Complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the forgoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Complainants and Complainant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and approved by the Board of Commissioners before final adoption of any amendments hereto.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

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TAB 13

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or in the larger metropolitan area (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Annapolis shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Annapolis shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Annapolis shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fair, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of the City of Annapolis will coordinate with social service agencies, local schools (local school activity includes; but, is not limited to volunteering at your child's school and class participation, after school tutoring and homework program, participating in PTA and other school activities,) and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, The Housing Authority of the City of Annapolis may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, The Housing Authority of the City of Annapolis will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise The Housing Authority of the City of Annapolis whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Annapolis will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Annapolis will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

<u>If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, The Housing Authority of the City of Annapolis shall take action to terminate the lease</u>.

MEMORANDUM OF UNDERSTANDING FOR COORDINATION OF ACTIVITIES ON HACA PROPERTY

This Memorandum of Understanding ("Agreement") is entered into by and between the Annapolis Police Department ("APD") and the Housing Authority of the City of Annapolis ("HACA") this 26 day of October, 2008.

WHEREAS, the APD is authorized to enforce the local laws and Ordinances of Annapolis and the laws of the State of Maryland within the boundaries of the City of Annapolis; and

WHEREAS, it is the mission of the APD to protect the life and property of those individuals that live, visit or work in Annapolis; and,

WHEREAS, HACA is responsible for the management and operation of federally subsidized housing in the City of Annapolis and is organized under State and Federal laws and regulations, and

WHEREAS, the residents of HACA are residents of the City of Annapolis, Maryland; and

WHEREAS, APD and HACA realize and agree it would be in the best interest of the citizens of Annapolis and in furtherance of their respective goals to form a partnership for the purpose of providing safe, efficient, and professional law enforcement services to all citizens of Annapolis and for APD and HACA to work together to ensure public safety throughout Annapolis and HACA owned properties; and

WHEREAS, it is recognized that such coordinated activity will have the effect of delivering to the citizens of Annapolis the most efficient and effective law enforcement services; and

WHEREAS, APD and HACA mutually desire to set forth their obligations and responsibilities under this Agreement

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, the parties agree as follows:

DEFINITIONS:

The term "Agency" shall mean a relationship created between APD and HACA wherein HACA assents that APD through its sworn personnel has the capacity of acting on their behalf, and ability to exert respective power to enforce HACA rules, regulations in addition to enforcing laws concerning HACA owned property.

The term "Agent" shall mean all APD officers are authorized to represent and to act on behalf of any HACA official while enforcing all HACA rules, regulations and laws concerning HACA property.

1. HACA and APD agree that it is their intent to act cooperatively and support each other as appropriate in pursuing their law enforcement and public safety objectives; that they agree to fully cooperate to the extent permitted by law in the defense of any third party claims or suits brought against either agency, individually or jointly, and that nothing in this Agreement shall be deemed to constitute a waiver of immunity of either Department, Agency or members acting in its behalf, to the extent of existing law, for negligent acts by APD and/or HACA, their officers, officials, employees and/or agents.

2. All sworn members of the APD are deemed Agents of HACA and therefore are permitted to enforce all criminal laws, appropriate HACA regulations including but not limited to banning regulations.

3. HACA and APD will work cooperatively to eliminate illegal handguns, controlled dangerous substances (CDS), and related crime, in publicly subsidized housing communities and to ensure the rights of City residents to live and raise families in a safe environment.

4. HACA and APD support the implementation of surveillance, undercover and visible police activity in and around publicly subsidized housing communities.

5. HACA and APD officials will appear in court as is necessary to testify in any matter resulting from police action. An officer/representative of either party will appear and assist as a witness when necessary in any court proceeding.

6. HACA and APD agree to share and track statistics and improve upon manner and methods of information sharing and communication. Therefore, the HACA Executive Director, or designee, and the Police Chief, or designee, will meet on a regular basis to discuss, share and evaluate this coordinated effort.

7. HACA and APD will work cooperatively to expand the APD Neighborhood Watch program as well as other community crime related training and programs.

8. HACA will continue the implementation of strong policies for criminal and substance abuse background checks for applicants seeking publicly subsidized housing that will screen out and deny eligibility to applicant and/or family members with a history of crime related to drugs and other offenses. In cases where there is involvement of drug or criminal activity by a resident or their guest, HACA will take affirmative measures to terminate the resident's tenancy.

9. HACA will continue to identify at-risk residents in publicly subsidized housing and notify and/or counsel them of the risk of lease termination if they or their resident family members are involved in criminal activity.

10. HACA – Director of Community Safety (DCS) will assist the Police Department by: (a) providing APD with intelligence and relevant information involving HACA property including but not limited to crime and community concerns, (b) helping outline deployment priorities, (c) attending roll call for the purpose of disseminating information regarding HACA properties and suspected criminal activity and work closely with Community Relations and other units for public safety purposes, (d) coordinating with APD personnel regarding appearing in court for eviction proceedings, (e) performing "ride-alongs" with field units to aid in identifying concerns, criminal activity and banned individuals, (f) managing and updating banning lists and pursuing all relevant processes. Further, APD will inform and involve DCS in matters of public safety, mutual concern, and criminal intelligence to the extent able under law and policy.

11. DSC will manage the HACA Banning list and APD will assist to the extent possible. HACA management, in its discretion and determination, will identify and report to APD the names of individuals "to be banned." APD sworn personnel, acting as agents of HACA, may provide said individuals with written notice of HACA banning orders.

12. HACA management will update banning lists regularly to provide accurate information to police, HACA employees and residents. If a Banned individual is arrested on HACA property, the DCS will attend and provide testimony in court regarding fact and/or policy.

13. HACA will continue to conduct regular inspections of its property, enforce applicable regulations and notify APD immediately of suspected criminal activity. APD may assist in those inspections.

14. HACA will continue to ensure resident compliance with leases and shall terminate said leases when there is sufficient cause to do so.

15. HACA supports the mission, purpose and goal of acquiring and utilizing camera and surveillance technology in and around publicly subsidized housing communities as necessary to document, deter, and eradicate criminal activity. HACA intends to work in partnership with APD with respect to establishing deployment and operation of this technology at a time to be determined.

16. HACA, will provide APD with funding in the amount of $100,000.00 during the current fiscal year and for successive fiscals years unless parties agree otherwise, modified in accordance with this MOU. Funding is for "special" law enforcement deployment, police initiatives, and/or technology or other crime control measures at the determination of APD. Such police services are in addition to baseline public service provided to any community or citizen of Annapolis. HACA will disburse said funding to APD on a monthly basis. Funding to APD will commence upon ratification of this Agreement and calculated on a quarterly basis.

17. Police personnel working in such special capacity will be on-duty, assigned, detailed or in an overtime capacity. They will be under the supervision, management, control and direction of APD. HACA will discontinue the practice of employing off-duty, part-time APD police officers – exceptions only by prior approval of the Police Chief. APD will remain dedicated and responsive to calls for police service and other public safety concerns in and around publicly subsidized housing communities and will continue to conduct enforcement and provide full police services.

18. APD will assist in the service of banning notices when feasible. APD officers may serve banning notices to individuals identified by HACA as "to be banned." APD will forward a copy of all issued and/or served notices to HACA within a reasonable period of time.

19. APD will provide a copy of any report, warrant, search and seizure warrant executed on HACA property without charge. HACA will request search and seizure warrants in writing.

20. This Agreement may only be modified in writing by mutual consent of the parties. Amendments to this Agreement will be effective only after approval in writing by both parties.

21. This Agreement shall remain in effect until it is terminated or amended by either party in writing. Any termination shall be effected by delivery to the other party of a Notice of Termination specifying the extent to and the conditions under which this Agreement is terminated and the date upon which such termination becomes effective.

IN WITNESS WHEREOF, the parties have affixed their hand and seals the day and year above written.

Housing Authority of the City of Annapolis

Howard Pinskey,
Chairman

City of Annapolis

Ellen Moyer,
Mayor

Housing Authority of the City of Annapolis

Eric Brown
Director

Annapolis Police Department

Michael Pristoop
Chief of Police

Review for Legal Sufficiency October 24, 2008

STEPHEN P. KLING
ACTING CITY ATTORNEY

TAB 14

HOUSING AUTHORITY of THE CITY of ANNAPOLIS

SAFETY AND CRIME PREVENTOIN

The Housing Authority of the City of Annapolis (HACA) Mission is to provide safe, decent and affordable housing to low income persons. HACA approach to Safety and Crime Prevention is four fold (Cooperation Agreement with the City of Annapolis Police Department and Safety Grant-Substation at Harbour House, HACA's Lease Enforcement Policy, HACA's Banning Policy and Resident Council partnership:

COOPERATIVE PARTNERSHIP WITH CITY OF ANNAPOLIS

HACA has a long standing Cooperative Agreement with the City of Annapolis Police Department (APD) This Agreement provides for information sharing and coordination of reporting crime reports, crime statistics, security cameras and monitoring services and site patrol at each property, site patrols. Additionally,
APD received a grant to establish an onsite substation at Harbour House to perform foot patrol, car patrol, bike control, observation and surveillance, community policing and crime prevention initiatives.

LEASE-EFORCEMENT POLICY

19.0 Termination

A. *19.1 Termination By Tenant*

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

B. *19.2 Termination By the Housing Authority*

The Housing Authority of the City of Annapolis will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of the City of Annapolis will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the sixth (6th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

H. Destruction of property;

I. Acts of destruction, to include but not limited to defacement, tenant or guest caused fires, removal of any part of the premises, and failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of The Housing Authority of the City of Annapolis;

K. Non-compliance with Non-Citizen Rule requirements;

L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority;

M. Residents are prohibited from permitting the use of their respective addresses by anyone other than approved household members;

N. Residents are prohibited from having persons on the Banned HACA list within Respective units, and

O. Failure to comply with Egress safety and inspection requirements

P. Other good cause.

The Housing Authority of the City of Annapolis will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

BANNING POLICY

The Housing Authority of the City of Annapolis, hereinafter referred to as the "Authority," is aware of the problem its residents and Authority face with the unwanted presence of persons on, in or about the property of the Authority. Recognizing the seriousness of illegal drug activity as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health, and well being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activity which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Maryland and applicable laws, ordinances and regulations of the City of Annapolis.

A. The Authority may cause a written banning notice to be issued to any nonresident for the reasons and periods specified below. The ban will be in effect for the specified period, except that a banned nonresident may apply to be removed from the ban list before the specified ban period ends, pursuant to Paragraph F.

1. **Time period of the ban: 1 Year**. Is charged with, or within the past six months has been charged with, engaging in criminal activity on housing authority property which is non-violent in nature (activity that is not likely to result in physical injury), and which causes no physical injury to another person provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction;

2. **Time period of the ban: 3 Years**: Is charged with, or within the past six months has been charged with, engaging in criminal activity on housing authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person; provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction;

3. **Time period of the ban: 3 Years:** Is charged with, or within the past twelve months has been charged with, engaging in drug related criminal activity on or within 300 feet of housing authority property provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction;

4. **Time period of the ban: 3 Years:** Is charged with, or within the past six months has been charged with, engaging in violent criminal activity (activity that is likely to result in

physical injury) on or within 300 feet of Housing Authority property provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction;

5. **Time period of the ban: Lifetime**: Is charged with the manufacture or production of methamphetamine on the premises of federally assisted housing provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction;

6. **Time period of the ban: Lifetime**: Is subject to a lifetime registration requirement under the state sex offender registration program;

7. **Banning for Misdemeanors:** The Authority will not impose a ban under this policy as the result of a misdemeanor charge or conviction of possession or consumption of alcohol, disorderly conduct that does not result in injury, failure to obey police, loitering, littering or similar "nuisance" offense as determined by the Housing Authority.

B. A written notice of banning shall be issued to such person or persons by the Director of Community Safety or sworn officer of the Annapolis Police Department ("APD") acting as an agent of the Authority or such other employee(s) of the Authority designated by the Executive Director. A copy of the notice as issued shall be maintained by with the Director of Community Safety of the Authority or other appropriate official(s) of the Authority as may be designated by the Executive Director.

C. Any person who has received a notice of banning to leave the property under the provisions of this policy and who returns to the Authority property before the ban has been officially lifted in writing, shall be subject to arrest for criminal trespass as provided for in Section 6-403 of the Criminal Law Article of the Annotated Code and under applicable laws or ordinances of the City of Annapolis.

D. A copy of the notice, picture of the banned person, and related documents shall be maintained by the Housing Authority. The names of persons receiving the banning notice shall be supplied at least monthly to the local law enforcement agencies including but not limited to Annapolis Police Department, Parole and Probation for use in their official capacities. In the event that the charges underlying a banning notice are resolved by a judgment of acquittal, a dismissal of the charge(s) or expungement following a conviction, and the Authority is aware of such a disposition, the Authority will timely lift the banning notice within 30 days of notice thereof and immediately notify the APD thereof.

E. Invited Guests

1. Upon receipt of information that a friend or relative has been and is banned under the Banning Policy, any HACA Resident named as such, and in good standing under his or her lease, (hereinafter referred to as the "Resident"), may designate (the "Designation") that person as an "Invited Guest". For the purposes of this paragraph,

"good standing" means a Resident against whom HACA has not obtained a judgment of possession permitting HACA to evict the Resident.

2. Designation. The Resident will make such Designation on a form available at the HACA main office. The Designation will require that the Resident:

(i). provide the Resident's full legal name and address;

(ii). provide the Invited Guest's full legal name and address;

(iii). indicate the day(s) and time(s) that the Invited Guest is permitted to visit the Resident, or provide that the Invited Guest may visit on any date or at any time;

(iv). take responsibility for the Invited Guest while the Invited Guest is on HACA property, and acknowledge that the terms of the Resident's lease may provide that Resident is responsible for the actions of the Invited Guest on HACA property;

(v). if known to the Resident, provide the Invited Guest's social security number and birth date; and, if not known, agree to take reasonable steps to obtain and provide HACA with the Invited Guest's social security number or other further information for identification purposes upon written request should HACA be unable to identify the Invited Guest by name alone; and

(vi). date and sign the form.

3. Eligibility. Individuals who have been banned pursuant to subsections 2, 4, 5, or 6 of Paragraph A of the Policy shall be ineligible for Designation as Invited Guests. Individuals who have been banned pursuant to subsection 3 of Paragraph A of this policy shall be ineligible for Designation as Invited Guests only if the "drug related criminal activity" for which they have been banned included a charge(s) of drug manufacture or sale or distribution and provided that such charge(s) has not been resolved by a judgment of acquittal, a dismissal of the charge(s), expungement following a conviction, or *nolle pros*. An individual whose Pass has been revoked shall be ineligible for Designation as an Invited Guest for a period of 6 months following the revocation.

4. Consideration. The Authority will review the completed Designation promptly. HACA will conduct a background check on the Invited Guest for eligibility; if HACA is unable complete the background check due to lack of identifying information, the Resident shall provide further identifying information within 5 days of request by HACA. If the Invited Guest is eligible for Designation as an Invited Guest, The Authority will issue a Pass to that person within seven days of the submission of the completed Designation to HACA, or seven days from the date of the provision of information permitting the completion of a background check, whichever is later. A copy of the Pass will be issued to the Invited Guest, as well as the Resident.

5. Scope Of Pass. A Pass will provide the name and address of the Resident and shall be subject to the following Restrictions:

(i). the date(s) and time(s) on which the Designation permits the Invited Guest to visit the Resident or members of the Resident's household;

(ii). any other restrictions on the time, date, or manner during which the Invited Guest is permitted to visit the Resident or members of the Resident's household, including location(s) on HACA property, as indicated by the Resident.

(iii). unless the Pass has expired or been revoked, the Authority will not impose any restrictions on visits made by an Invited Guest unless so directed by the Resident. Notwithstanding anything to the contrary in this Agreement, nothing shall prohibit HACA from obtaining injunctive relief prohibiting any person from entering HACA property; such injunction will permit the individual to be placed on the Ban List and/or permit a Pass to be revoked.

6. Expiration. Passes issued to Invited Guests will remain valid for three (3) months and may be modified or revoked at any time by the request of the Resident. If, at any time within one (1) month of the expiration of a pass, the Resident notifies HACA in writing that he or she wishes to have a Pass renewed, then HACA will renew the Pass for an additional three (3) months. No later than fourteen (14) days before the expiration of a Pass, HACA will notify the Resident in writing of the date upon which the Pass will expire (the "Expiration Notification"). The Expiration Notification will include a clearly-marked section where the Resident may indicate that he or she wishes to renew the Pass. The Resident may renew the Pass for an additional three (3) months either by submitting a written request for renewal to HACA or by indicating that he or she would like to renew the pass in the appropriate section of the Expiration Notification and returning the Expiration Notification to HACA.

7. Revocation. HACA may revoke any Pass under the following circumstances:

(i). The Invited Guest is found on HACA property at a time, on a date, in a place, or in a manner not permitted by the Pass;

(ii). The Invited Guest is found on HACA property and fails to promptly provide accurate information concerning his name and address to a police officer or HACA employee or agent requesting identification;

(iii). The Invited Guest is found on HACA property and fails to promptly and accurately identify the Resident that he or she is visiting upon request of a police officer or HACA employee or agent;

(iv). The Invited Guest is charged with any criminal activity that is proper grounds for placing the individual on the Ban List, including any activity described in paragraph A of the Banning Policy.

A revocation revokes all Passes for the Invited Guest.

8. Entry Upon HACA property. Unless the Pass has expired or has been revoked, an Invited Guest will be free to enter HACA property, subject to the Restrictions designated in the terms of the Pass. Invited Guests will not be required to carry any pass or other article on their person in order to legally enter HACA property in accordance with the terms of the Pass. A copy of the Pass will be issued to the Invited Guest solely for the purpose of ensuring that he or she has been notified of its terms.

9. Notice. The Authority will provide the Annapolis Police Department ("the APD") and/or any other person or entity The Authority employs or directs to enforce the Banning Policy with a copy of the Banning Policy and information concerning the terms of any Passes outstanding at least once every month.

F. The Housing Authority will provide a complete list of persons who are at that time banned from HACA property under this policy to every HACA household at least once every month.

G. Removal from Ban List

A banned individual, or his or her representative, may request that the ban be lifted before its stated expiration date by submitting a written request to the Housing Authority. Said request must be accompanied by a signed and dated release of information statement (which may be obtained from the Authority) allowing the Housing Authority to check police reports. The Request must state the following:

- full name
- social security number
- date of birth
- date the banning notice was issued
- reason for the request

The Housing Authority will consider the circumstances surrounding each case on an individual basis. In making such determination, the Housing Authority will consider: (1) whether the activity for which the individual was banned is unlikely to occur again; (2) whether or not the individual will conduct themselves in a manner that does not detract from the safety, health, or well being of HACA residents and HACA property.

The banned nonresident should direct their application for removal to the Director of Safety. The Director of Safety's written decision will be mailed to the nonresident individual within ten (10) business days of receipt of the request. If the banned individual disagrees with the decision of the Director of Safety, a request for review must be mailed to the Executive Director within ten (10) business days of the Director of Safety's decision. The Executive Director's decision will be mailed to the individual within five (5) business days of receipt of the request. If the individual disagrees with the decision of the Executive Director, a request for review must be mailed to the Board of Commissioners within ten (10) business days of the Executive Director's decision.. If the individual disagrees with the decision of the Board, the individual may seek redress in the

courts.

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RESIDENT COUNCIL COLLABORATIONS

The Housing Authority in partnership with each Resident Council conducts periodic meetings with each community and APD. Residents are exposed to risk prevention and safety tools and always provided an opportunity to provide both management and the police department their concerns on safety, reporting incidents and process for reporting crimes confidentially.

Safety on HACA properties have decreased significantly; however, we know too well that one assault, one murder and/or one person selling drugs within a community has a drastic effect and affect on resident safety.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

TAB 15

PET POLICY

1. **Management Approval of Pets**

All pets must be approved in advance by the Housing Authority of The City of Annapolis (HACA) management.

2. **Pet Registration:**

Pets must be registered and approved with HACA before they are brought onto any HACA premises. The resident must submit a written request for pet ownership, specifying the type and number of pet desired to the case manager. Preliminary approval for ownership will be granted based on staff's assessment of the resident's ability to care for the pet and conformance with Pet Ownership Guidelines regarding pet size, type and number.

If preliminary approval is granted, the resident must be willing and able to provide management with the following:

Certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, that the pet has no communicable disease(s), that the pet is pest-free, and that the pet's maximum full-grown weight will not exceed 20 pounds.

A complete description of the pet stating pet's age, type, weight, color, name along with a photograph.

Documentation that the dogs and cats have been spayed or neutered.

A copy of current license for the pet in compliance with local ordinances and requirements.

Execution of a Pet Agreement with the Housing Authority stating that the tenant acknowledges complete responsibility for the care and cleaning of the pet.

Present Pet Deposit.

Registration must be renewed and will be coordinated with the annual recertification date.

The names, addresses and phone numbers of two adults who agree to assume full responsibility for the pet in the event of the owner's death or incapacity to care for the pet.

Pets will not be allowed on Housing Authority property prior to written approval.

3. **Refusal to Register Pets**

The HACA will refuse to register a pet if:

a. The pet is not a common household pet as defined in the policy;
b. Keeping the pet would violate any House Pet Rules;
c. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
d. The Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.
e. Pets of a vicious or dangerous disposition.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's registered pet must notify the HACA and agree to abide by all of the pet rules in writing.

4. **Standards for Pets**

Type of Pets Allowed
Common household pets are defined as a domesticated animal such as a dog, cat, bird, rodent, fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. This definition shall not include animals that are used to assist persons with disabilities.

Only the following animals may be kept by a resident. Residents are not permitted to have more than **one type** of pet.

a. Dogs - Must be under 20 pounds when full grown, spayed or neutered, housebroken, have all required inoculations, and must be licensed as specified now or in the future by State law and local ordinance. (proof of updated inoculations must be submitted annually)
b. Cats - No more than one, must be declawed, spayed or neutered, trained to use a litter box or other waste receptacle and have all inoculations. (proof of updated inoculations must be submitted annually)
c. Birds - No more than two and must be enclosed in no more than one cage at all times.
d. Fish – Aquarium size must not exceed 20 gallons.
e. Rodents – Rabbit, Guinea pig, hamster, or gerbil ONLY) – Only one cage permitted and no more than two rodents. Rodents must be enclosed in an acceptable cage at all times and Must have any or all inoculations as specified now or in the future by State law or local ordinance. (proof of updated inoculations must be submitted annually)
f. Turtles – No more than two turtles and no more than one cage. Turtles must be enclosed in an acceptable cage or container at all times.
g. Pregnant animals are not eligible as pets.

5. **Assistive and Supportive Animals**
Exclusion for animals that assist elderly and persons with disabilities.
This exclusion applies to assistive /service animals that reside in units for the elderly or persons with disabilities, as well as assistive/service animals that visit these units.

To qualify for an exclusion the resident or prospective resident certifies in writing that the head of household or a member or his or her family is a person with a disability;

The animal has been trained to assist persons with that specific disability;

The animal actually assists the person with the disability.

6. **Pets Temporarily on the Premises**
Pets, which are not owned by a resident, will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization.

State of local laws governing pets temporarily in dwelling accommodations shall prevail.

7. **Designation of No Pet Areas**
The following areas are designated no-pet areas:
Nutrition sites, Community Services Buildings, Project Offices and Recreation areas. Pets are not allowed to roam common areas in or outside of any Housing Authority property.

8. **Additional Fees and Deposits for Pets**
Resident shall be required to pay a refundable pet deposit. The HACA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of a dog or cat in the unit, including (but not limited to) the cost of repairs, replacements, and cleaning the unit, grounds, flooring, finish tiles,

carpeting, walls, etc., and fumigating for tick and fleas. The HACA shall refund the unused portion of the pet deposit to the tenant within reasonable time after the resident moves from the unit or no longer owns or keeps a pet in the dwelling unit. The maximum amount of pet deposit that may be charged by the HACA, on a per dwelling unit basis, shall not exceed the higher of the Total Tenant Payment or $75.00. The HACA may allow gradual accumulation of the pet deposit by the pet owner. **The pet deposit is not part of the rent payable by the tenant. No pet deposit will be required for fish, turtles, birds and rodents.** The HACA reserves the right to change or increase the required deposit by amendment to these rules.

Alternations to Unit

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

9. Pet Waste Removal Charge

All pet owners are responsible for the proper disposal of the pet's waste material as follows:

a. Dogs must be walked at least twice a day and puppies, until they are housetrained, every three hours and deposit of animal waste (in plastic bag) immediately in the dumpster or trash bin. If a mess is made within a unit it must be disposed of in a plastic bag and taken to a Dumpster immediately.

b. Cat litter boxes must be emptied at least twice a week into a strong plastic bag and taken to the dumpster or trash bin immediately.

c. Residents may not place any pet waste material in any plumbing facility within the unit or within a garbage can.

d. A separate pet waste removal charge of $15.00 per occurrence will be assessed against the resident for violations of the pet policy. Repeated violations shall be cause for removal of the pet, termination of the lease or both.

e. Pet deposit and pet waste removal charges are not part of rent payable by the resident.

f. All reasonable expenses incurred by the HACA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident, including: The cost of repairs, replacements, and cleaning the unit, grounds, flooring, finish tiles, carpeting, walls, etc., and fumigating for tick and fleas.

g. If the resident is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.

h. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount, which exceeds the pet deposit.

i. The expense of flea deinfestation shall be the responsibility of the resident.

10. Pet Area Restrictions

a. Pets must be maintained within the resident's unit. No pet houses are allowed outside the unit. When outside of the unit (within the building or on the grounds) dogs and cats **must** be kept on a leash no longer than six feet or carried and under the control of the resident or other responsible individual **at all times**.

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

11. Noise

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

12. Cleanliness Requirements

a. Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a dumpster or trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter box shall be stored inside the resident's dwelling unit.

b. Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an outside trash bin.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

13. Pet Care

a. No pet (excluding fish and turtles) shall be left unattended in any apartment for a period in excess of 8 hours.

b. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

c. Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

14. **Responsible Parties**

The resident/pet owner must designate two responsible parties and have notarized statement by each in HACA file for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

15. Inspections

a. The HACA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law. However, this does not apply to HQS inspections.

16. Pet Rule Violations

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

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

a. That the resident/pet owner has 10 days from the effective date of the services of notice to correct the violation and make written request for a meeting to discuss the violation;

b. That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

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

If the resident dispute decisions made by the HACA, the resident may request an informal grievance hearing in accordance with the Grievance Policy.

17. Notice for Pet Removal

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

The Notice shall contain:

a. A brief statement of the factual basis for the HACA's determination of the Pet Rule that has been violated.

b. The requirement that the resident/pet owner must remove the pet within 10 days of the notice; and

c. A statement that failure to remove the pet may result in the inititation of termination of tenancy procedures.

18. Termination of Tenancy

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

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

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

19. Pet Removal

If the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the owner unable to care for the pet, (includes pets who are poorly cared for, abused, or have been left unattended for over 12 hours), the situation will be reported to the Responsible Party designated by the resident/pet owner.

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

20. Emergencies

The HACA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State of local entity authorized to remove such animals.

I/We have read the foregoing Pet Policy and further state that I/we fully understand and agree to the terms and conditions as set forth therein.

Signed:_____ _____
Tenant Date

Signed:_____ _____
Co-tenant Date

Witness:

_____ Authorized HACA Representative

_____ Title

_____Date Signed

HOUSING AUTHORITY OF THE CITY OF PET CARE AGREEMENT

IN THE EVENT OF MY ABSENCE FROM MY UNIT FOR A LENGTH OF TIME, MY PET SHALL BE CARED FOR BY THE FOLLOWING:

I, THE UNDERSIGNED, WILL BE RESPONSIBLE FOR THE PET OF

_____

RESIDENT'S NAME AND ADDRESS

_____

RESIDENT'S PHONE NUMBER

_____

NAME AND ADDRESS OF RESPONSIBLE PERSON

_____

PHONE OF RESPONSIBLE PERSON

_____

SIGINATURE OF RESIDENT DATE

_____

SIGNATURE OF RESPONISIBLE PERSON DATE

WITNESS My Hand and Notarial Seal this _____day of _____.

_____

NOTARY PUBLIC

TAB 16

CIVIL RIGHTS CERTIFICATION

Civil Rights Certification

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

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Housing Authority of the City of Annapolis
PHA Name

MD 001
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Title Chairman
Signature	Date 2/28/2014

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Financial Statements and Supplemental Schedules Together with Reports of Independent Public Accountants

For the Year Ended June 30, 2013

SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

JUNE 30, 2013

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

Board of Commissioners
Housing Authority of the City of Annapolis

Report on the Financial Statements

We have audited the accompanying statement of net position of the Housing Authority of the City of Annapolis (the Authority) as of June 30, 2013, and the related statements of revenue, expenses, and change in net position, and the statement of cash flows for the year then ended, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Authority's management is responsible for the preparation and fair presentation of these basic financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the blended component unit financial statements of the Annapolis Community Development Partners, LLC, and Obery Court Phase I, LLC, which represent 57 percent, 1 percent, and 20 percent, respectively, of the total assets, net position, and operating revenue of the Authority. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Annapolis Community Development Partners, LLC, and Obery Court Phase I, LLC, is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2013, and the respective changes in financial position and its cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and the other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying Supplemental Schedules of Combining Financial Statements and the HUD Financial Data Schedule as of and for the year ended June 30, 2013, are presented for purposes of additional analysis as required by the U.S. Department of Housing and Urban Development, and are not a required part of the basic financial statements. Also, the accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the basic financial statements.

SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

The Supplemental Schedules of Combining Financial Statements, the HUD Financial Data Schedule, and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, such information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January __, 2014, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control on financial reporting and compliance.

Hunt Valley, Maryland
January __, 2014

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Management's Discussion and Analysis
June 30, 2013

Overview of the Financial Statements and Financial Analysis

This discussion and analysis of the Housing Authority of the City of Annapolis (the Authority) financial statements provides an overview of the Authority's financial activities for the year ended June 30, 2013, with the fiscal year 2012 data presented for comparative purposes. The emphasis of discussion about these statements is on the current-year activity. Management has prepared the financial statements and the related footnote disclosures along with this discussion and analysis. There are three basic financial statements presented: the Statement of Net Position; the Statement of Revenue, Expenses, and Change in Net Position; and the Statement of Cash Flows.

Financial Highlights

Statement of Net Position

The Statement of Net Position presents the assets, liabilities, and net position of the Authority as of the end of the fiscal year. This statement reflects a "point-of-time" financial picture. The purpose of the Statement of Net Position is to present to the readers a fiscal "snapshot" of the Authority. The Statement of Net Position helps answer the question "is the Authority as a whole financially better off or worse off as a result of the year's activities?" When revenue exceeds expenses, the result is an increase in net position. When the reverse occurs, the result is a decrease in net position. The relationship between revenue and expenses may be thought of as the Authority's operating results. Net assets are divided into two major categories. The first category, net investment in capital assets, provides the Authority's equity in capital assets owned by the Authority. The other category is unrestricted net position, which is available to the Authority for any lawful purpose of the Authority.

	As of June 30,	
	2013	**2012**
Assets		
Current assets	**$ 4,846,104**	$ 5,876,744
Non-current assets, net	**46,788,016**	47,743,613
Total Assets	**51,634,120**	53,620,357
Liabilities		
Current liabilities	**1,474,770**	1,348,198
Non-current liabilities	**31,793,127**	32,696,799
Total Liabilities	**33,267,897**	34,044,997
Net Position		
Net investment in capital assets	**33,792,247**	34,976,428
Restricted	**3,027,232**	3,538,681
Unrestricted	**(18,453,256)**	(18,395,891)
Total Net Position	**$ 18,366,223**	$ 20,119,218

Financial Highlights (continued)

Statement of Net Position (continued)

A review of the Statement of Net Position reveals that the total assets and net position of the Authority decreased by $2,530,095 and $1,752,995, respectively, as a result of depreciation on buildings.

Statement of Revenue, Expenses, and Change in Net Position

Total net position is presented on the Statement of Net Position based on activity presented in the Statement of Revenue, Expenses, and Change in Net Position. The purpose of this statement is to present the revenue received by the Authority, both operating and non-operating; the expenses paid by the Authority, both operating and non-operating; and any other revenue, expenses, gains or losses received or spent by the Authority.

Operating revenue consists of tenant rental revenue, operating grants and other revenue to provide housing and services to tenants of the Authority. Operating expenses are those expenses paid to acquire or produce the services provided in return for the operating revenue, and to carry out the mission of the Authority. Non-operating revenue is revenue received for which goods or services are not provided. The non-operating revenue for the year ended June 30, 2013, relates to investment earnings, interest costs and grants for capital purposes.

Financial Highlights (continued)

Statement of Revenue, Expenses, and Change in Net Position (continued)

	For the Years Ended June 30,	
	2013	**2012**
Operating Revenue		
Operating grant	**$ 8,225,200**	$ 8,431,530
Tenant rental	**3,077,378**	2,785,328
Other	**1,620,872**	710,490
Total Revenue	**12,923,450**	11,927,348
Operating Expenses		
Administrative	**3,318,085**	3,372,789
Housing assistance payments	**4,531,401**	4,011,685
Tenant services	**792,495**	626,758
Utilities	**1,137,799**	1,048,027
Maintenance and operations	**2,160,195**	3,236,326
Depreciation	**2,264,013**	2,251,033
Other general	**515,618**	-
Bad debt expense	**24,367**	29,591
Total Operating Expenses	**14,743,973**	14,576,209
Net Operating Loss	**(1,820,523)**	(2,648,861)
Non-Operating Income		
Investment income	**3,840**	2,939
Interest expense	**(616,622)**	(533,942)
Capital grants	**680,310**	1,037,900
Other income	**-**	536,839
Total Non-Operating Income	**67,528**	1,043,736
Change in net position	**(1,752,995)**	(1,605,125)
Net position, beginning of year	**20,119,218**	21,724,343
Net Position, End of Year	**$ 18,366,223**	$ 20,119,218

Financial Highlights (continued)

Statement of Revenue, Expenses, and Change in Net Position (continued)

Operating revenue increased by $996,102, which is due primarily to an increase in other revenue and offset by decrease in operating grants. Operating expenses increased by $167,764, due to an increase in housing assistance payments.

Statement of Cash Flows

An additional method to assess the financial health of the Authority is to look at the Statement of Cash Flows. Its primary purpose is to provide relevant information about the cash receipts and cash payments of the Authority during a defined period. The Statement of Cash Flows also helps users to assess the Authority's:

- Ability to generate future net cash flows
- Ability to meet its obligations as they come due
- Need for external financing.

	For the Years Ended June 30,	
Cash flows from:	**2013**	**2012**
Operating activities	**$ 469,254**	$ (1,306,848)
Capital and related financing activities	**(1,504,657)**	1,645,774
Non-capital related financing activities	**-**	(14,231)
Investing activities	**1,495**	(2,173)
Net Increase in Cash and Cash Equivalents	**(1,033,908)**	322,522
Cash and cash equivalents, beginning of year	**5,207,525**	4,885,003
Cash and Cash Equivalents, End of Year	**$ 4,173,617**	$ 5,207,525

Cash from operating activities was increased by $1,776,100, primarily because of an increase in revenue. Cash from capital and non-capital related financing activities was decreased by $3,136,200 primarily due to a decrease in capital grants.

Financial Highlights (continued)

Capital Assets and Debt

Details of these capital assets as of June 30, 2013 and 2012, are indicated below:

	As of June 30,	
	2013	**2012**
Capital Assets		
Construction in progress	**$ 523,744**	$ 543,858
Land	**4,929,603**	4,929,603
Building and improvements	**62,586,709**	61,985,099
Furniture and equipment	**1,539,194**	1,442,401
Total Capital Assets	**69,579,250**	68,900,961
Less: accumulated depreciation	**22,791,234**	20,613,490
Capital Assets, Net	**$ 46,788,016**	$ 48,287,471

During the year ended June 30, 2013, capital assets decreased by $1,499,455 primarily as a result of depreciation.

Notes payable decreased by $333,729 based on payments that were made during the year.

Economic Outlook

The economic position of the Authority is closely tied to that of the State of Maryland. Because the Authority's revenue is primarily received from HUD, it is heavily dependent on its relationship with HUD and the need for subsidized housing in the City of Annapolis because of its economy.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Statement of Net Position
As of June 30, 2013

ASSETS		
Current Assets		
Cash and cash equivalents	**$**	**1,009,748**
Cash and cash equivalents - restricted		**3,027,232**
Tenants' security deposit		**136,635**
Investments		**257,173**
Accounts receivable, net of allowance of $15,081		**247,404**
Inventories, net of allowance of $13,087		**74,162**
Prepaid expenses and other current assets		**93,750**
Total Current Assets		**4,846,104**
Non-Current Assets		
Land		**4,929,603**
Construction in progress		**523,744**
Building and improvements		**62,586,709**
Furniture and equipment		**1,539,194**
Accumulated depreciation		**(22,791,234)**
Total Non-Current Assets, Net		**46,788,016**
TOTAL ASSETS	**$**	**51,634,120**
LIABILITIES		
Current Liabilities		
Accounts payable	**$**	**533,381**
Accrued expenses and other liabilities		**255,573**
Tenants' security deposit		**136,635**
Accrued compensated absences		**25,720**
Deferred revenue		**257,229**
Current portion of notes payable		**100,448**
Miscellaneous liabilities		**165,784**
Total Current Liabilities		**1,474,770**
Non-Current Liabilities		
Notes payable and accrued interest, net of current portion		**12,925,126**
Accrued compensated absences		**231,483**
Unearned grant income		**12,292,050**
Other liabilities		**6,344,468**
Total Non-Current Liabilities		**31,793,127**
TOTAL LIABILITIES		**33,267,897**
NET POSITION		
Net investment in capital assets		**33,792,247**
Restricted		**3,027,232**
Unrestricted		**(18,453,256)**
TOTAL NET POSITION	**$**	**18,366,223**

The accompanying notes are an integral part of this financial statement.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Statement of Revenue, Expenses, and Change in Net Position
For the Year Ended June 30, 2013

Operating Revenue	
Grants for operating purposes	**$ 8,225,200**
Tenant rental income	**3,077,378**
Other income	**1,620,872**
Total Operating Revenue	**12,923,450**
Operating Expenses	
Administrative	**3,318,085**
Housing assistance payments	**4,531,401**
Tenant services	**792,495**
Utilities	**1,137,799**
Maintenance and operations	**2,160,195**
Depreciation and amortization	**2,264,013**
Other general expense	**515,618**
Bad debt expense	**24,367**
Total Operating Expenses	**14,743,973**
Net Operating Loss	**(1,820,523)**
Non-Operating Revenue	
Investment income	**3,840**
Interest expense	**(616,622)**
Grants for Capital Purposes	**680,310**
Total Non-Operating Revenue	**67,528**
Change in net position	**(1,752,995)**
Net position, beginning of year	**20,119,218**
Net Position, End of Year	**$ 18,366,223**

The accompanying notes are an integral part of this financial statement.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Statement of Cash Flows
For the Year Ended June 30, 2013

Cash Flows from Operating Activities		
Tenant revenue receipts	**$**	**3,078,384**
Operating grant revenue receipts		**8,093,497**
Other income receipts		**1,620,872**
Payments to employees		**(3,644,821)**
Payments to tenants		**(4,531,401)**
Payments to suppliers		**(4,147,277)**
Net Cash from Operating Activities		**469,254**
Cash Flows from Capital and Related Financing Activities		
Grants for capital expenditures receipts		**(436,752)**
Purchase of fixed assets		**(784,672)**
Interest expense payments		**(616,622)**
Principal repayments		**333,389**
Net Cash from Capital and Related Financing Activities		**(1,504,657)**
Cash Flows from Investing Activities		
Interest income		**1,495**
Net Cash from Investing Activities		**1,495**
Net decrease in cash and cash equivalents		**(1,033,908)**
Cash and cash equivalents, beginning of year		**5,207,525**
Cash and Cash Equivalents, End of Year	**$**	**4,173,617**

The accompanying notes are an integral part of this financial statement.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Statement of Cash Flows
For the Year Ended June 30, 2013

Reconciliation of Operating Loss to Cash Flow from Operating Activities		
Net operating loss	**$**	**(1,820,523)**
Adjustments to reconcile operating loss to net cash from operating activities:		
Depreciation and amortization expense		**2,264,013**
Bad debt expense		**24,367**
Effect of changes in non-cash operating assets and liabilities:		
Accounts receivable		**(26,881)**
Inventories		**4,108**
Prepaid expenses		**20,998**
Accounts payable, excluding capital expenditures		**143,302**
Accrued expenses and other liabilities		**(10,811)**
Tenants' security deposits		**1,006**
Accrued compensated absences		**(25,503)**
Deferred revenue		**(104,822)**
Net Cash from Operating Activities	**$**	**469,254**

The accompanying notes are an integral part of this financial statement.

1. SUMMARY OF ACCOUNTING POLICIES

Organization

The Housing Authority of the City of Annapolis (the Authority) was established pursuant to the laws of the State of Maryland to transact business and to have powers as defined therein. An independent Board of Commissioners, appointed for five-year terms by the Mayor, is responsible for all activities of the Authority. The offices of the Authority are separate from those of the City of Annapolis (the City), and employees of the Authority are not included in or entitled to benefit programs of the City. Separate accounting records are maintained, and debts incurred by the Authority are not obligations of the City. The accompanying financial statements present the Authority and its blended component units, Annapolis Community Development Partners, LLC, (the Company) and Obery Court Phase I, LLC. The two companies' year end is December 31, 2012. Blended component units, although legally separate entities, are, in substance, part of the Authority's operations.

The Company was formed as a limited liability company under the laws of the State of Maryland on November 26, 2008, for the purpose of constructing and operating a 150-unit apartment project known as Annapolis Gardens in Annapolis, Maryland. Pursuant to the Operating Agreement dated September 29, 2009, the managing member of the Company is Landex Development, LLC, a Maryland limited liability company, and the housing authority member is Annapolis/Bowman Redevelopment, LLC.

Obery Court Phase I, LLC, was formed as a limited liability company under the laws of the State of Maryland on March 6, 2009. The purpose of Obery Court Phase I, LLC, is to acquire, construct, renovate and operate an affordable housing project consisting of 50 rental units. Rental operations began on February 19, 2010. There were no significant operations before February 19, 2010.

Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting. Under this method, revenue is recorded when earned and expenses are recorded at the time liabilities are incurred. The Authority applies all applicable *Governmental Accounting Standards Board (*GASB) pronouncements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

1. SUMMARY OF ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

Cash equivalents represent highly liquid investments with original maturities of three months or less.

Restricted cash and cash equivalents represent amounts received for a specific purpose. Once the purpose has been fulfilled, the restriction will be released. As of June 30, 2013, $1,768,476 and $1,243,133 was restricted for building and other related reserve restrictions from the Company and Obery Court Phase I, LLC, respectively and $15,625 was restricted for HACA based on HUD regulations.

Investments

As of June 30, 2013, the Authority has certificate of deposit investments with both carrying value and market value at $257,173, with various institutions that are covered by FDIC deposit insurance and other collateral. These investments are to mature in 2013 with an average interest rate of 0.95%. The Authority's investment policy limits investment portfolio to maturities of less than one year. FDIC deposit insurance is $250,000 per depositor, per bank.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

Accounts Receivable

Accounts receivable includes amounts due from tenants and for grant reimbursements. It is the practice of the Authority to write-off uncollectible receivables only upon approval of the Board of Commissioners after exhausting all efforts to collect the amounts due. An allowance for doubtful accounts is used in the valuation of receivables to estimate the net realizable value.

Inventories

Inventories of materials are valued at the lower of cost or market with cost being determined on a first-in, first-out basis. The Authority has established a valuation allowance for its estimate of obsolete inventories.

1. SUMMARY OF ACCOUNTING POLICIES (continued)

Capital Assets

Capital assets consist of land, structures and equipment which are stated at cost. Donated assets are recorded at fair market value at the date of donation. Additions, improvements, and expenditures that significantly extend the useful life of an asset are capitalized. The Authority capitalizes all expenditures for capital assets in excess of $1,000. Depreciation has been provided over the estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Buildings	45 years
Furniture and equipment	3 to 15 years
Improvements	15 years

Expenditures for maintenance and repairs are charged to expense.

Accrued Compensated Absences

The Authority accrues a liability for compensated absences, including vacation and sick leave that have been earned but not yet paid.

Payment in Lieu of Taxes

Under Federal, state and city laws, the Authority is exempt from income, property and excise taxes. Housing authorities are, however, required to make payments in lieu of taxes (PILOT) in accordance with the provisions of their cooperation agreement with local taxing authorities. Under its cooperation agreement with the City, the Authority must pay the City the greater of 10% of its net shelter rent or the amounts charged for sanitation services. Net shelter rent is defined as the excess of rental income over total utilities expense.

For the year ended June 30, 2013, the amount paid for sanitation services was approximately $180,000. This exceeded 10% of the net shelter rent, therefore no PILOT was required.

Revenue and Expenses

Revenue and expenses are distinguished between operating and non-operating items. Operating revenues generally result from providing services in connection with the Authority's principal ongoing operations. The principal operating revenues of the Authority are tenant rentals and operating grants/subsidies from the Department of Housing and Urban Development (HUD).

Operating expenses include the costs associated with the day-to-day operations of the Authority and depreciation on capital assets. All revenue and expenses not meeting these definitions are reported as non-operating revenue and expenses.

2. CAPITAL ASSETS

A summary of activity in capital assets for the year ended June 30, 2013, was as follows:

	July 01, 2012	Additions	Consolidated Transfers and Deletions	June 30, 2013
Land	$ 4,929,603	$ -	$ -	$ 4,929,603
Building and improvements	61,985,099	601,610	-	62,586,709
Furniture and equipment	1,442,401	183,062	(86,269)	1,539,194
Construction in progress	543,858	-	(20,114)	523,744
Total Capital Assets	68,900,961	784,672	(106,383)	69,579,250
Less: Accumulated depreciation	20,613,490	2,264,013	(86,269)	22,791,234
Capital Assets, Net	$ 48,287,471	$ (1,479,341)	$ (20,114)	$ 46,788,016

3. NOTES PAYABLE

During the year ended June 30, 2007, the Authority entered into a $5,186,820, debt agreement with the State of Maryland Department of Housing and Community Development (DHCD) which matures on July 1, 2023. The debt requires payment of interest at 4.51% and is payable from future HUD capital grants with annual payments of approximately $392,000, starting December 31, 2006. The Authority incurred approximately $169,000 of interest expense related to the debt. As of June 30, 2013, the outstanding principal balance was $2,672,467.

On September 29, 2009, the Company entered into a deed of trust note with Enterprise Mortgage Investments, Inc. of the State of Maryland in the maximum amount of $2,300,000 (the "Mortgage Loan"). The Mortgage Loan is secured by the Project. The Mortgage Loan matures on October 1, 2026. The Mortgage Loan bears a simple interest rate of 7.01% per annum until the outstanding indebtedness is paid in full. Interest and principal are due and payable in consecutive annual installments of $15,317. As of December 31, 2012, the outstanding principal on the Mortgage Loan was $2,270,593. For the year ended December 31, 2012 and period beginning November 26, 2008 (inception) and ended December 31, 2011, interest incurred was $160,079.

3. NOTES PAYABLE (continued)

On September 29, 2009, the Company entered into a deed of trust note with the Department of Housing and Community Development of the State of Maryland in the maximum amount of $1,747,245 (the "DHCD Loan"). The DHCD Loan is secured by the Project. The DHCD Loan matures on May 1, 2051. The DHCD Loan bears no interest from September 29, 2009, until the last day of April 2011 (the "Construction Period"). Thereafter, the DHCD Loan bears interest at the rate of 4% per annum until the outstanding indebtedness is paid in full. No payments required during the Construction Period.

All interest accruing from the end of the Construction Period until December 31, 2011 is due and payable from not more than 75% of surplus cash on April 1, 2012. Thereafter, interest and principal is due and payable in consecutive annual installment in an amount equal to the lesser of 75% of surplus cash or the scheduled payment, as more particularly defined in the contractual documents associated with the DHCD Loan. As of December 31, 2012, the outstanding principal and accrued interest on the DHCD Loan were $1,701,245 and $82,060, respectively. For the period beginning November 26, 2008 (inception) and ending December 31, 2012, interest incurred was $82,060.

On September 29, 2009, the Company entered into a leasehold deed of trust note with Arundel Community Development Services, Inc., a body corporate of the State of Maryland in the maximum amount of $500,000, (the "ACDS Loan") for the purpose of providing gap financing to aid in the construction of the Project. The ACDS Loan is secured by the Project. The ACDS Loan bears no interest until May 29, 2011. Thereafter, the ACDS Loan bears simple interest at the rate of 2% per annum. Amortization of principal begins on May 29, 2011. Annual payments of principal and interest are limited to not more than 25% of annual net cash flow, as defined in the ACDS Loan. Annual payments are due and payable on the first day of April beginning April 1, 2012. The ACDS Loan matures on May 29, 2051. As of December 31, 2012, the outstanding principal and accrued interest on the ACDS Loan was $500,000 each year. For the period beginning November 26, 2008 (inception) and ending December 31, 2012, interest incurred was $10,000.

3. NOTES PAYABLE (continued)

The Department of Housing and Community Development of the State of Maryland (DHCD) issued a commitment to lend and has originated funding in the amount of $2,000,000, which is secured by a deed of trust note. The loan bears simple interest at a rate of 4% per annum commencing on June 1, 2010 and ends at maturity (June 1, 2050). Annual payments of outstanding principal and interest are due and payable out of 75% surplus cash, beginning April 1, 2011. Interest expense for the period ended December 31, 2012 was $76,264. Accrued interest as of December 31, 2012 was $169,558, of which $0 is currently due. As of December 31, 2012, the outstanding principal was $1,906,604.

DHCD issued a commitment to lend and has originated funding in the amount of $2,307,547, which is secured by a deed of trust note. The loan bears simple interest at a rate of 4% per annum commencing on June 1, 2010, and ends at maturity (June 1, 2050). All payments of principal and interest are deferred and shall remain outstanding in perpetuity, as agreed to in the deed of trust note. Interest expense for the period ended December 31, 2012 was $92,302. Accrued interest as of December 31, 2012, was $238,447. As of December 31, 2012, the outstanding principal was $2,307,547

Arundel Community Development Services, Inc. (ACDS) issued a commitment to lend and has originated funding in the amount of $1,000,000, which is secured by a deed of trust note. The loan bears simple interest at a rate of 2% per annum commencing on March 6, 2011, and ends at maturity (March 6, 2051). All outstanding principal and interest are due and payable at maturity. Interest expense for the period ended December 31, 2012 was $16,667. Accrued interest as of December 31, 2012 was $33,334. As of December 31, 2012, the outstanding principal was $1,000,000.

The scheduled debt payments for all non-cash flow loans were as follows:

Years Ended June 30,	Principal	Interest
2014	$ 376,000	$ 278,000
2015	378,500	260,500
2016	381,000	243,000
2017	383,500	225,500
2018-2022	2,255,000	865,000
2023-2027	2,119,000	377,000
2051	1,000,000	815,910
Total	$ 6,893,000	$ 3,064,910

3. NOTES PAYABLE (continued)

A summary of activity in notes payable and accrued compensated absences for the year ended June 30, 2013, was as follows:

	July 1, 2012	Payments	Additions	June 30, 2013	Due in One Year
Notes payable	$ 12,692,185	$ 333,729	$ -	$ 12,358,456	$ 100,448
Accrued compensated absences	282,706	104,924	79,421	257,203	25,720
Total	$ 12,974,891	$ 438,653	$ 79,421	$ 12,615,659	$ 126,168

4. RETIREMENT PLAN

The Authority participates in the Housing Renewal and Local Agency Retirement Plan, a multiemployer defined contribution plan covering substantially all employees. The Authority contributes 5.5% of participating employees' gross salaries, if the employees contribute 5.0% of their gross salaries. Employees can voluntarily contribute any amount up to the maximum deferrals set by the Internal Revenue Service in addition to this contribution. Employees become fully vested in employer contributions after five years of service. Contributions by the Authority to the plan for the year ended June 30, 2013, was approximately $90,000.

5. RISK MANAGEMENT

The Authority is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Authority has obtained insurance coverage from commercial insurance companies for these risks. There were no significant reductions in insurance coverage from the prior year and no amounts of settlements have exceeded insurance coverage in each of the past three years.

6. CONTINGENCY

The Authority has several grants from the U.S. Government. Revenue from such grants is recognized only to the extent that actual expenses incurred comply with grant terms. For government grants, revenue received in excess of expenses is shown as a liability, and expenses incurred in excess of funds collected are reflected as grants receivable.

The Authority received approximately 65% of its total revenue from the U.S. Government for the year ended June 30, 2013. Government grants are subject to final determination of allowability by the government agency. Until such audits have been completed and final settlement reached, there exists a contingency to refund any amount received in excess of allowable costs. Management is of the opinion that no material liability will result from such audits.

7. LITIGATION

The Authority is involved in lawsuits arising in the normal course of its operations. Management is of the opinion that no material liability will result from such lawsuits outstanding as of June 30, 2013.

8. TAX CREDIT PARTNERSHIP

During the year ended June 30, 2009, the Authority entered into a partnership to reconstruct low income and subsidized housing at one of its properties (Obery Court). The partnership will receive tax credits to finance the construction of the new building. The Authority has leased this land to the management company through a below market value ninety-eight year lease. The Authority received an upfront payment of $225,000 for the lease of which the entire amount was deferred until operations commence on the property. During the year ended June 30, 2010, operations commenced and the Authority recognized approximately $2,300, of revenue related to the upfront payment. At the end of the tax credit recapture period, the Authority has the right to repurchase the building based on the terms of the partnership agreement. As a result, the Authority has recorded its investment in the partnership at its basis in the partnership and has written down the investment in fixed assets to the value of the land of approximately $1,850,000**.** This partnership has been included as a blended component unit in the accompanying financial statements. The members' equity of $6,024,849, has been included in other liabilities in the accompanying statement of net assets.

During the year ended June 30, 2010, the Authority entered into a partnership to reconstruct low income and subsidized housing at another one of its properties (Annapolis Gardens). The partnership will receive tax credits to finance the construction of the new building. The Authority has leased this land to the management company through a below market value ninety-eight year lease. At the end of the tax credit recapture period, the Authority has the right to repurchase the building based on the terms of the partnership agreement. As a result, the Authority has recorded its investment in the partnership at its basis in the partnership the partnership, and has written down the investment in fixed assets to the value of the land of approximately $1,951,000.

SUPPLEMENTARY INFORMATION

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners
Housing Authority of the City of Annapolis

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Housing Authority of the City of Annapolis (the Authority) as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated January __, 2014. Our report includes a reference to other auditors who audited the financial statements of Annapolis Community Development Partners, LLC and Obery Court Phase I, LLC as described in our report on the Authority's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hunt Valley, Maryland
January __, 2014

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Commissioners
Housing Authority of the City of Annapolis

Report on Compliance for Each Major Federal Program

We have audited the Housing Authority of the City of Annapolis' (the Authority's) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* that could have a direct and material effect on each of the Authority's major Federal programs for the year ended June 30, 2013. The Authority's major Federal programs are identified in the summary of Independent Public Accountant's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2013.

Report on Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Hunt Valley, Maryland
January __, 2014

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2013

Federal Grantor/Pass-Through Program or Cluster Title	Federal CFDA Number	Federal Expenditures
Direct Grants		
U.S. Department of Housing and Urban Development		
Public and Indian Housing Program:		
Locally Owned Housing		
-Operating subsidy	14.850	**$ 3,266,642**
-Public housing tenant opportunity	14.853	**142,632**
Low-Income Assistance Programs		
-Voucher (major program)	14.871	**4,247,799**
Modernization Grants		
-Capital Fund Program	14.872	**1,498,436**
Total Direct Grants		**$ 9,155,509**

The accompanying footnotes are an integral part of this schedule.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Notes to Schedule of Expenditures of Federal Awards
June 30, 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

All Federal grant operations of the Authority are included in the scope of the Office of Management and Budget (OMB) Circular A-133 audit (the Single Audit). The Single Audit was performed in accordance with the provisions of the OMB Circular A-133, (the Compliance Supplement). Compliance testing of all requirements, as described in the Compliance Supplement, was performed for the major grant programs noted on the Schedule of Expenditures of Federal Awards. These programs represent all Federal award programs with fiscal year 2013 cash or non-cash expenditure activities. We have evaluated the Federal financial assistance programs of the Authority for the year ended June 30, 2013, and have selected those major programs for testing. Our actual coverage was approximately 36%. The major programs tested are listed below.

Program Title	CFDA Number	Expenditures
Locally Owned Housing - Operating subsidy	14.850	**$ 3,266,642**

2. BASIS OF PRESENTATION

The Schedule of Expenditures of Federal Awards has been prepared on the accrual basis of accounting.

3. FINDINGS

There were no current or prior year findings.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2013

Section I- Summary of Independent Public Accountants' Results

Financial Statements	
Type of report of independent public accountants	Unmodified
Internal control over financial reporting:	
Material weakness (es) identified?	No
Significant deficiencies identified?	None Reported
Noncompliance material to the financial statements noted?	No
Federal Awards	
Type of Report of Independent Public Accountants' issued on compliance for major programs	Unmodified
Internal control over major programs:	
Material weakness (es) identified?	No
Significant deficiencies identified?	None Reported
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB	No

Identification of Major Program:

Major Program	CFDA Number	Federal Expenditures
Locally Owned Housing - Operating subsidy	14.850	**$ 3,266,642**
Threshold for distinguishing between Type A and B programs.		**$ 300,000**
Did the Authority qualify as a low risk auditee?		Yes

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2013

Section II –Financial Statement Findings

None noted.

Section III –Federal Award Findings

None noted.

OTHER SUPPLEMENTAL INFORMATION

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements – Blended Component Units - Statement of Net Position
As of June 30, 2013

	Primary Government	Blended Component Units	Total Primary Government
ASSETS			
Current Assets			
Cash and cash equivalents	$ 693,782	$ 315,966	$ 1,009,746
Cash and cash equivalents - restricted	15,623	3,011,609	3,027,234
Tenants' security deposit	108,581	28,054	136,635
Investments	257,173		257,173
Accounts receivable, net of allowance of $15,081	216,593	30,811	247,404
Inventories, net of allowance of $13,087	74,162		74,162
Prepaid expenses and other current assets	51,822	41,928	93,750
Total Current Assets	1,417,736	3,428,368	4,846,104
Non-Current Assets			
Land	4,704,603	225,000	4,929,603
Building and improvements	36,216,949	26,369,760	62,586,709
Furniture and equipment	938,666	600,528	1,539,194
Construction in Progress	-	523,744	523,744
Accumulated depreciation	(20,870,017)	(1,921,217)	(22,791,234)
Total Non-Current Assets, Net	20,990,201	25,797,815	46,788,016
TOTAL ASSETS	22,407,937	29,226,183	51,634,120
LIABILITIES			
Current Liabilities			
Accounts payable	341,548	191,833	533,383
Accrued expenses and other liabilities	82,346	173,227	255,573
Tenants' security deposit	108,581	28,054	136,635
Accrued compensated absences	25,720		25,720
Deferred revenue	252,786	4,443	254,975
Current portion of notes payable	75,000	25,448	100,448
Miscellaneous liabilities	87,789	77,995	165,419
Total Current Liabilities	973,770	501,000	1,472,153
Non-Current Liabilities			
Notes payable, net of current portion	2,597,467	10,252,659	12,258,008
Accrued compensated absences	231,483		231,483
Unearned grant income		12,292,050	12,884,168
Other liabilities	346,616	6,072,852	6,419,468
Total Non-Current Liabilities	3,175,566	28,617,561	31,793,127
TOTAL LIABILITIES	4,149,336	29,118,561	33,265,280
NET POSITION			
Net investment in capital assets	18,272,539	15,519,708	33,792,247
Restricted	15,623	3,011,609	3,027,232
Unrestricted	(29,561)	(18,423,695)	(18,453,256)
TOTAL NET POSITION	$ 18,258,601	$ 107,622	$ 18,366,223

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements – Blended Component Units - Revenue, Expenses, and Change in Net Position
For the Year ended June 30, 2013

	Primary Government	Blended Component Units	Total Primary Government
Operating Revenue			
Grants for operating purposes	$ 7,855,847	$ 369,353	$ 8,225,200
Tenant rental income	1,883,724	1,193,654	3,077,378
Other income	662,663	958,209	1,620,872
Total Operating Revenue	10,402,234	2,521,216	12,923,450
Operating Expenses			
Administrative	2,353,979	964,106	3,318,085
Housing assistance payments	4,531,401	-	4,531,401
Tenant services	792,495	-	792,495
Utilities	921,392	216,407	1,137,799
Maintenance and operations	1,940,307	219,888	2,160,195
Depreciation and amortization	1,457,947	806,066	2,264,013
Other general expense	404,142	111,476	515,618
Bad debt expense	22,368	1,999	24,367
Total Operating Expenses	12,424,031	2,319,942	14,743,973
Net Operating Loss	(2,021,797)	201,274	(1,820,523)
Non-Operating Revenue			
Investment income	3,840	-	3,840
Interest expense	(169,151)	(447,471)	(616,622)
Grants for Capital Purposes	680,310	-	680,310
Total Non-Operating Revenue	514,999	(447,471)	67,528
Change in net position	(1,506,798)	(246,197)	(1,752,995)
Net position, beginning of year	19,765,399	353,819	20,119,218
Net Position, End of Year	$ 18,258,601	$ 107,622	$ 18,366,223

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements – Blended Component Units - Statement of Cash Flows
For the Year ended June 30, 2013

	Primary Government	Blended Component Units	Total Primary Government
Cash Flows from Operating Activities			
Tenant revenue receipts	$ 1,884,830	$ 1,193,554	$ 3,078,384
Operating grant revenue receipts	7,767,934	$ 325,563	8,100,625
Other income receipts	662,663	958,209	1,613,744
Payments to employees	(2,410,881)	(1,233,940)	(3,644,821)
Payments to tenants	(4,531,401)	-	(4,531,401)
Payments to suppliers	(3,902,619)	(244,660)	(4,147,279)
Net Cash from Operating Activities	(529,474)	998,726	469,252
Cash Flows from Capital and Related Financing Activities			
Grants for capital expenditures receipts	712,229	(1,148,981)	(436,752)
Purchase of fixed assets	(775,220)	(9,452)	(784,672)
Interest expense payments	(169,151)	(447,471)	(616,622)
Principal draws/repayments (net)	(235,000)	568,389	333,389
Net Cash from Capital and Related Financing Activities	(467,142)	(1,037,515)	(1,504,657)
Cash Flows from Investing Activities			
Interest income	1,495	-	1,495
Net Cash from Investing Activities	1,495	-	1,495
Net decrease in cash and cash equivalents	(995,121)	(38,789)	(1,033,910)
Cash and cash equivalents, beginning of year	1,813,107	3,394,418	5,207,525
Cash and Cash Equivalents, End of Year	$ 817,986	$ 3,355,629	$ 4,173,615

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements – Blended Component Units - Statement of Cash Flows
For the Year ended June 30, 2013

	Primary Government	Blended Component Units	Total Primary Government
Reconciliation of Operating Loss to Cash Flow from Operating Activities			
Net operating loss	$ (2,021,797)	$ 201,274	$ (1,820,523)
Adjustments to reconcile operating loss to net cash from operating activities:			
Depreciation and amortization expense	1,457,947	806,066	2,264,013
Bad debt expense	22,368	1,999	24,367
Effect of changes in non-cash operating assets and liabilities:			
Accounts receivable	(13,463)	(13,418)	(26,881)
Inventories	4,108	-	4,108
Prepaid expenses	26,325	(5,327)	20,998
Accounts payable, excluding capital expenditures	97,314	45,986	143,302
Accrued expenses and other liabilities	(3,429)	(7,382)	(10,811)
Tenants' security deposits	1,106	(100)	1,006
Accrued compensated absences	(25,503)	-	(25,503)
Deferred revenue	(74,450)	(30,372)	(104,822)
Net Cash from Operating Activities	$ (529,474)	$ 998,726	$ 469,254

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements – Bloomsbury Square - Statement of Net Position
As of June 30, 2013

	Bloomsbury Square	Others	Total
ASSETS			
Current Assets			
Cash and cash equivalents	$ 101,948	$ 1,044,435	$ 1,146,383
Cash and cash equivalents - restricted	16,139	3,011,093	3,027,232
Investments	16,603	240,570	257,173
Accounts receivable, net of allowance of $15,081	22,537	224,867	247,404
Inventories, net of allowance of $13,087	4,788	69,374	74,162
Prepaid expenses and other current assets	1,776	91,974	93,750
Total Current Assets	163,791	4,682,313	4,846,104
Non-Current Assets			
Land	45,057	4,884,546	4,929,603
Building, improvements, furniture and equipment	8,368,213	55,757,690	64,125,903
Accumulated depreciation	(1,587,584)	(21,203,650)	(22,791,234)
Total Non-Current Assets, Net	6,825,686	39,438,586	46,264,272
TOTAL ASSETS	6,989,477	44,120,899	51,110,376
LIABILITIES			
Current Liabilities			
Accounts payable	20,772	512,609	533,381
Accrued expenses and other liabilities	2,307	253,266	255,573
Tenants' security deposit	7,607	129,028	136,635
Accrued compensated absences	1,419	24,301	25,720
Deferred revenue	16,139	241,090	257,229
Current portion of notes payable	-	100,448	100,448
Miscellaneous liabilities	1,777	164,007	165,784
Total Current Liabilities	50,021	1,424,749	1,474,770
Non-Current Liabilities			
Notes payable, net of current portion	16,087	12,909,039	12,925,126
Accrued compensated absences	12,774	218,709	231,483
Unearned grant income	-	12,292,050	12,292,050
Other liabilities	-	6,344,468	6,344,468
Total Non-Current Liabilities	28,861	31,764,266	31,793,127
TOTAL LIABILITIES	78,882	33,189,015	33,267,897
NET POSITION			
Investment in capital assets, net of related debt	6,796,825	26,995,422	33,792,247
Restricted	16,139	3,011,093	3,027,232
Unrestricted	97,631	(18,550,887)	(18,453,256)
TOTAL NET POSITION	$ 6,910,595	$ 11,455,628	$ 18,366,223

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule of Combining Financial Statements - Bloomsbury Square - Statement of Revenue, Expenses and Changes in Net Position
For the Year Ended June 30, 2013

	Bloomsbury Square	Others	Total
Operating Revenue			
Grants for operating purposes	$ 206,279	$ 8,018,921	$ 8,225,200
Tenant rental income	176,300	2,901,078	3,077,378
Other income	18,840	1,602,032	1,620,872
Total Operating Revenue	401,419	12,522,031	12,923,450
Operating Expenses			
Administrative	98,297	3,219,788	3,318,085
Housing assistance payments	-	4,531,401	4,531,401
Tenant services	45,842	746,653	792,495
Utilities	57,328	1,080,471	1,137,799
Maintenance and operations	139,424	2,020,771	2,160,195
Depreciation and amortization	189,257	2,074,756	2,264,013
Other general	45,613	470,005	515,618
Bad debt expense	897	23,470	24,367
Total Operating Expenses	576,658	14,167,315	14,743,973
Net Operating Loss	(175,239)	(1,645,284)	(1,820,523)
Non-Operating Revenue			
Investment income	-	3,840	3,840
Interest expense	(1,692)	(614,930)	(616,622)
Total Non-Operating Revenue	(1,692)	(611,090)	(612,782)
Grants for Capital Purposes	-	680,310	680,310
Change in net position	(176,931)	(1,576,064)	(1,752,995)
Net position, beginning of year	7,087,526	13,031,692	20,119,218
Net Position, End of Year	$ 6,910,595	$ 11,455,628	$ 18,366,223

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Supplemental Schedule – HUD Financial Data Schedule
As of and for the Year Ended June 30, 2013

TAB 18
HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
ASSET MANAGEMENT STATEMENT

The Housing Authority of the City of Annapolis (HACA) manages 790 Public Housing Units. Of this number 742 (93% occupancy rate) units were occupied as of February 1 2014, 3 units are exempt of other reasons for an adjusted unit count of 755 units (94%) of adjusted occupancy. HACA short term goal is to achieve a minimum occupied unit count of 750 for an Occupancy rate of 95% and an adjusted unit count of 754 units for an Adjusted Occupancy rate of 95%. HACA's long-term goal is to achieve a 98% Occupancy rate (774 occupied units) or above and maintain a minimum of 774 occupied units.

HACA's sustainability goals are to complete Obery Court Phase III Redevelopment of 61 units and will use its Replacement Housing Factor Funding as an investment to complete the project. HACA is seeking to procure a redevelopment partner to redevelop the 78 units of Public Housing at Newtowne-Twenty. HACA will assess the possible funding opportunities to include the Rental Assistance Demonstration Project for the redevelopment of the 154 units at the Morris H. Blum (formerly Glenwood Senior Apartments) Senior Apartments. Additionally, HACA has partnered with Anne Arundel Community Development Services, Inc. and have successfully secured a weatherization grant to provide weatherized and to provide energy star boilers, refrigerators and air conditioning units for 163 units at Harbour House.

HACA will focus on preventative maintenance and landscape to enhance the marketability and livability of its properties. Listed below is the Financial Statement of funding resources to carry out the stated goals and objectives.

TAB 18
HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
ASSET MANAGEMENT STATEMENT

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2013 grants)**		
a) Public Housing Operating Fund	$3,266,643	
b) Public Housing Capital Fund	$1,175,765	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$3,897,010	HAP/UAP/ADMIN
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self-Sufficiency Grants (Homeownership)	$142,632	Program Costs
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
Section 8 Substantial Rehabilitation	N/A	
Section 8 Project-Based Assistance	$350,789	HAP/Admin Costs
2. Prior Year Federal Grants (unobligated funds only) (list below)		
FY2011 Capital Fund Program	$23,348	Site/Dwelling Structures & Equip.
FY2012 Capital Fund Program	$244,269	Dwell Equip, Non-Dwell Structures, Equip.and Hsing Replacemt Factor
3. Public Housing Dwelling Rental Income	$1,857,735	Operations
4. Other income (list below)		
Maintenance Income	$4,453	Operations
Interest Income	$3,840	Operations
Miscellaneous income	$21,536	Operations
5. Non-federal sources (list below)		
Bond Funds (CCFP)	N/A	
Congregate Housing	$94,575	Program Costs
Total Resources	$11,082,594	

TAB 19

VIOLENCE AGAINST WOMEN ACT (VAWA)

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
VIOLENCE AGAINST WOMENS ACT POLICY AND CERTIFICATIONS
PUBLIC HOUSING (PH) AND HOUSING CHOICE VOUCHER (HCV) PROGRAMS
ANNUAL AND FIVE YEAR PLAN RESUBMISSION VERIFICATIONS

AUGUST 22 2012

1. Board Resolution – 072710-26, Admissions and Continued Occupancy (ACOP) Policy, 8.10.10
2. VAWA Local Resource Brochure
3. ACOP - Certification of Domestic Violence, Dating Violence or Stalking
4. Section 8 – Notification of Rights and Obligations
5. HCV – Certification of Domestic Violence, Dating Violence or Stalking
6. HCV-Notice to Landlords/Managers/Owners
7. HCV- Lease Addendum
8. HCV-Waiting List Preferences
9. ACOP VAWA-Definition
10. ACOP- Waiting List Preferences
11. ACOP-VAWA Required Policy Posting
12. VAWA Lease Provisions-Evictions and Exhibits to the Lease.

RESOLUTION NO. Admin.

072710-26

A Resolution approving Revision of the Public Housing Admissions and Continued Occupancy Policy

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) under its Memorandum of Agreement with the Housing Authority of the City of Annapolis (HACA) has required revision to the Admissions and Continued Occupancy Policy (ACOP) under Operational Area: 4 Housing Management; and

WHEREAS, the definition of Violence Against Women Act (VAWA) and Justice Department Reauthorization Act of 2005 has been incorporated into the ACOP; and

WHEREAS, HACA corrected the definition of Flat Rent within the ACOP in accordance with HUD regulations 24 Code of Regulations 960.253(2) (b); and

WHEREAS, the annual security deposit amount established by HACA has been incorporated into the ACOP; and

WHEREAS, HACA has incorporated its Grievance Policy into the ACOP; and

WHEREAS, HUD has requested HACA to incorporate the Management Assessment Sub System, Sub-Indicator 5: Tracking and Report Crime requirements into the ACOP; and

WHEREAS, HUD has identified portable air conditioners as acceptable and prohibits standard window air conditioning units and any item(s) that blocks the only entrance or exit from a room or housing unit and has requested HACA to revised its ACOP incorporating this provision;

BE IT THEREFORE RESOLVED THAT the Board of Commissioners of the Authority of the City of Annapolis does hereby formally adopt the ref changes into its ACOP.

RESOLVED this 24th day of August 2010.

Resolution No. Admin
072710-26

Admissions and Continued Occupancy Policy Revision

RESOLVED: The Board of Commissioners has approved the required ch to the Admissions and Continued Occupancy Policy under its Memorand Agreement with the U.S. Department of Housing and Urban Develo (HUD) for posting and submission to HUD.

The undersigned Commissioners of the Housing Authority of the C Annapolis sign below to indicate their affirmative or disapproval vote or tha are abstaining from voting pursuant to Section 13-106 of the Housin community Development Article of the Annotated Code of Maryland.

Carl O. Snowden, Chairman ☑ Approved ☐ Disapproved ☐ Abstain

Cynthia A. Carter, Vice Chairman ☑ Approved ☐ Disapproved ☐ Abstain

Richard Callahan, Treasurer ☑ Approved ☐ Disapproved ☐ Abstain

Phyliss Gibbs, Commissioner ☑ Approved ☐ Disapproved ☐ Abstain

Deborah Johnson, Commissioner ☑ Approved ☐ Disapproved ☐ Abstain

Jeffrey C. Henderson, Commissioner ☑ Approved ☐ Disapproved ☐ Abstain

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as nece Housing Authority of the City of Annapolis will conduct a housekeeping in: ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance i special inspections, and housekeeping inspections The Housing Authority of t Annapolis will give the tenant at least forty-eight (48) hour written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of The Housing Authority of the City of Ann reason to believe that an emergency exists within the housing unit, the unit can without notice. The person(s) that enters the unit will leave a written notice to tl that indicates the date and time the unit was entered and the reason why it was to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The Housing Authority of the City of Annapolis conducts the move-out inspe the tenant vacates to assess the condition of the unit and determine responsibili needed repairs. When possible, the tenant is notified of the inspection and is e to be present. This inspection becomes the basis for any claims that may b against the security deposit.

17.9 EGRESS INSPECTION AND REQUIREMENTS

The Housing Authority of the City of Annapolis conducts an annual Egress insp ensure that any item(s) that blocks the only entrance or exit to a room or to the u removed. Air Conditioner unit must be portable. Window air conditioner units prohibited. If an Egress violation is noted, the resident will have forty-eight (48 cure the violation. Failure to cure the violation will result in a lease violation s lease termination.

18.0 PET POLICY

18.1 EXCLUSIONS

(24 hours a day. They will direct you to local resources)
1-800-799-SAFE (7233) TTY: 1-800-787-3224

NATIONAL TEEN DATING ABUSE HELPLINE:

1-866-331-9474 TTY 1-866-331-8453

DOMESTIC VIOLENCE LEGAL CLINIC

Toll-Free Legal Hotline: 1-888-880-7884
Main Office: (410) 554-8463
Baltimore District Court Office: (410) 235-6370
Hyattsville Courthouse: (301) 985-3588
Prince George's County Main Office: (240) 450-3270
Upper Marlboro Courthouse Office: (301) 952-4303
Montgomery County Office: (240) 777-9077

GATEWAY PROJECT - ABUSER INTERVENTION

Main Office: (410) 554-8479
(to schedule intake or general information)

Victim Contact Counselor: **(410) 554-8498**

to abuse.

Don't suffer in silence.

You are not to blame.

Sources:

- Third Annual Report to Congress under the Violence Against Woment Act
- The National Women's Health Information Center
- U.S. Department of Health and Human Services
- Office on Women's Health

Bloomsbury Square Community
Corrie Flannigan, Property Manager
101 Bloomsbury Square
Annapolis, MD 21401
410-267-8000, Ext. 173

Harbour House / Eastport Terrace Communities
Verla Horton, Property Manager
1014 President Street
Annapolis, MD 21403
410-267-8000, Ext. 355

Housing Choice Voucher Program
Venus Bradford, Voucher Program Administrator
1217 Madison Street
Annapolis, MD 21403
410-267-8000, Ext. 118

Robinwood Community & Newtowne 20 Communities
Demetria Hall, Property Manager
1386 Tyler Avenue
Annapolis, MD 21403
410-267-8000, Ext. 170

Morris H. Blum Senior Apartments
Lisa Kopinetz, Property Manager
701 Glenwood Street
Annapolis, MD 21401
410-267-8000, Ext. 203

EQUAL HOUSING OPPORTUNITY

AUTHORI
OF THE
CITY OF
ANNAPOL

VIOLENCE AGAINST WOME
(VAWA)
Pamphlet

Vincent O. Leggett
Executive Director

In January 2006, President Bush signed a law known as the Violence Against Women and Department of justice Reauthorization Act of 2005. Portions of this law create new protections for victims of domestic violence, dating violence and stalking who are residents in public housing or who are assisted with section 8 rental assistance.

You should know that:

- An applicant who is or has been the victim of domestic violence, dating violence, or stalking is not an appropriate basis on which to deny program assistance or for denial of admission if the applicant otherwise qualifies for assistance or admission.
- Under VAWA an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease and shall not be good cause for terminating the assistance, tenancy of the victim of that violence. Nor shall your tenancy, or occupancy rights be terminated as a result of criminal activity that is directly related to domestic violence, dating violence or stalking engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member is the victim.

Your tenancy and/or assistance *may be* terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or to persons employed at or providing services to the development., or for lease violations that are not based on an incident or incidents of domestic violence, dating violence or stalking for which VAWA provides protections.

If you claim protection under VAWA against termination of your tenancy or assistance, the owner, or housing authority may require you to deliver a certification concerning the incident or incidents that you believe raises the VAWA protections.

There are three ways to certify if you are requested to do so. The law allows you to fill out a HUD-approved form, which will be delivered to you by the housing authority, or you may provide a police report or court record, or you may have a professional person whom you consulted about the domestic violence, dating violence or stalking provide documentation. ***You must deliver the certification in one of these three ways within 14 business days after your receipt of the owner, manager, or housing authority's request for certification.***

Privacy Notice: Information provided by you about an incident or incidents of domestic violence, dating violence or stalking involving you or a member of your household will be held in confidence and not shared without your consent, *except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.*

may be married or divorced, current or forr
serious or casual sexual partners, or former
A history of domestic violence may exist

Acquaintance stalking -The stalker and victim
other casually, either through formal or inforr
example, they may be coworkers or neighbc
have dated once or twice but were not sexual

Stranger stalking - The stalker and victim do
other at all.

Domestic Violence

Dating violence is when one person pu
physical or psychological harm to another
dating, including sexual assault, physica
psychological/emotional abuse. It is a seri
occurs in both casual and serious relationsh
heterosexual and same-sex relationships.

Dating Violence

Domestic violence and abuse, also called i
violence, is when one person purposely
physical or mental harm to another, including:

- physical abuse
- psychological or emotional abuse
- sexual assault
- isolation

controlling all of the victim's money, shelter,
Often, the violent person is a husband, fc
boyfriend, or ex-boyfriend, but sometimes
female.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

U. S. Department of Housing
Urban Development
Office of Housing
OMB Approval No. 2502-020

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 pr assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim o violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. T may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control numbe

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants members of tenants who are victims of domestic violence, dating violence, or stalking (collectively "domestic violence") from being terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and s certification form, or submit the information described below under "Alternate Documentation," which may be provided in li certification form, within 14 business days of receiving the written request for this certification form by the owner or management certification form or alternate documentation must be returned to the person and the address specified in the written request for the ce form. If the requested certification form or the information that may be provided in lieu of the certification form is not received b business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a writt for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the pr attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of a the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. **Date written request is received from owner or management agent:** _____

2. **Name of victim:**

_____

3. **Your name (if different):**

_____

4. **Name(s) of other family members listed on the lease:**

_____

_____

5. **Name of the abuser:**

_____

6. **Relationship of the abuser to the victim:**

_____

7. **Date of incident:**

_____

8. **Time of incident:**

_____

9. **Location of incident:**

_____

{Page two must be completed and attached to this form.}

Description of Incident:

In your own words, describe the incident (Attach more sheets if needed. Initial and number each

This is to certify that the information provided is true and correct, and that the individual named above in Item
victim of domestic violence, dating violence, or stalking. The incident(s) in question is a bona fide incident(s)
such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program
eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted
property.

Signature _____ Executed on (Date) _____

Pursuant to 42 U.S.C. 1437f(ee)(2)(A), all information provided to an owner or management agent related tc incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim domestic violence, dating violence or stalking shall be retained in confidence by the owner or management a and shall neither be entered into any shared database nor provided to any related entity, except to the extent t disclosure is:

(1) Requested or consented to by the victim in writing;

(2) Required for use in an eviction proceeding or termination of assistance; or

(3) Otherwise required by applicable law

NOTIFICATION OF RIGHTS AND OBLIGATIONS
VIOLENCE AGAINST WOMEN ACT

To: [Section 8- assisted tenant name and address]

From: [Housing authority]

In January 2006, President Bush signed a law known as the Violence Against Wome and Department of Justice Reauthorization Act of 2005. Portions of this law create nev protections for victims of domestic violence, dating violence and stalking who ar residents in public housing or who are assisted with section 8 rental assistance.

The following is a brief summary of the principal provisions of the new law, which i known as "VAWA". Additional details are set forth in the [brochure/housing authorit VAWA policy] delivered with this notice.

You should know that:

1. **Admissions**: That an applicant is or has been the victim of domestic violence, dating violence, or stalking (see attached brochure for definitions of these terms) is not an appropriate basis on which to deny program assistance or for denial of admission if the applicant otherwise qualifies for assistance or admission.

2. **Lease terms:**

- **An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy or occupancy rights of the victim of that violence.**

- **Additionally, your tenancy, assistance or occupancy rights will not be terminated as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of your household, a guest or another person under your control, and you or an immediate family member is the victim.**

You should also know that there are some limitations to these protections:

- **Your tenancy and/or assistance *may be* terminated if the owner, manager, or housing authority can demonstrate "an actual and imminent threat" to other tenants or to persons employed at or providing services to the development.**

- **So long as the owner, manager or housing authority does not apply a more demanding standard to you than to other tenants, your tenancy and/or assistance *may be* terminated for lease violations that are not based on an**

This sample form is intended for use by public housing agencies, in consultation with their legal counsel, to implement the provisions of the Violence Against Women Act. It is not intended as a substitute for obtaining legal advice, but rather as information

incident or incidents of domestic violence, dating violence or stalking for which VAWA provides protections.

- **If you claim protection under VAWA against termination of your tenancy or assistance, the owner, manager, or housing authority may require you to deliver a certification concerning the incident or incidents that you believe raises the VAWA protections. If you do not deliver this certification within the time allowed, you will lose your legal protections under VAWA.**

3. **Certification:** There are three way to certify if the owner, manager or housing authority requests you to do so. The law allows you to fill out a HUD-approved form, which will be delivered to you by the housing authority, or you may provide a police report or court record, or you may have a professional person whom you consulted about the domestic violence, dating violence or stalking provide documentation as described more fully in the attached brochure. *You must deliver the certification in one of these three ways within 14 business days after your receipt of the owner, manger or housing authority's request for certification*.

4. **Confidentiality:** Information provided by you about an incident or incidents of domestic violence, dating violence or stalking involving you or a member of your household will be held by the owner, manager, or housing authority in confidence and not shared without your consent, *except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law*.

5. **Removal of/Termination of Assistance to Perpetrator of Physical Violence:** VAWA contains a new provision of federal law that allows the owner or manager to terminate the tenancy of and evict a tenant or other lawful occupant, and/or the housing authority to terminate assistance to a participant in the Section 8 program, who engages in criminal acts of physical violence against family members or others. This action may be taken against the individual alone, without evicting, terminating the tenancy of, removing, denying assistance to, or otherwise penalizing other household members.

6. **Portability/Moving to Another Location.** If you are otherwise in compliance with your lease and other the Section 8 requirements, and you must relocate in order to protect the health or safety of a person who was or is the victim of domestic violence, dating violence, or stalking you may move (port) to another location even though you are breaking your lease when doing so. However, the victim must have a reasonable belief that he or she is imminently threatened by harm from further violence if he or she remains in the present location.

For additional information, please consult the attached [brochure/housing authority VAWA policy] or you may contact _____ at Tel. No. _____ E-mail _____.

This sample form is intended for use by public housing agencies, in consultation with their legal counsel, to implement the provisions of the Violence Against Women Act. It is not intended as a substitute for obtaining legal advice, but rather as information that may be

[Optional acknowledgment of receipt]

I certify that I have received a copy of this Notification and the attachec [brochure/housing authority VAWA policy] this date.

_____

_____
Print Name

Date: _____

This sample form is intended for use by public housing agencies, in consultation with their legal counsel, to implement the provisions of the Violence Against Women Act. It is not intended as a substitute for obtaining legal advice, but rather as information that may be

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

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

OMB Approval No. 2577-0249
Exp. (05/31/2007)

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify tha the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of th HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and famil members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistanc based on acts of such violence against them.

Use of Form: A family member must complete and submit this certification, or the information that may be provided in lieu of the certification within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternat documentation must be returned to the person and address specified in the written request for the certification. If the family member has no provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension o the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalkin (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):
(1) A Federal, State, tribal, territorial, or local police or court record; or
(2) 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 abuse, in which the professional attest 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.

TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:

Date Written Request Received By Family Member: _____

Name of the Victim of Domestic Violence: _____

Name(s) of other family members listed on the lease _____

_____

Name of the abuser: _____

Relationship to Victim: _____

Date the incident of domestic violence occurred: _____

Time: _____

Location of Incident: _____

Name of victim:

_____

Description of Incident:

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature _____ Executed on (Date) _____

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

NOTICE TO LANDLORDS/MANGERS/OWNERS PARTICIPATING THE HCV PROGRAM

The Congress of the United States passed the Violence Against Women (VAWA) and Department of Justice Reauthor 2005 in 2005, and President Bush signed the law in January 2006. This law affects the selection of residents, the lease p deal with termination of the lease and eviction, and the termination of assistance or eviction provisions in the HAP co housing authority's relationship with the resident. HUD says the law is effective immediately although it has not iss HAP Contract incorporating these terms. A brief explanation of each of these three areas follows. Consult your attorn cannot give legal advice.

Selection of tenants and/or program participants: The law prohibits landlords/owners/managers of HCV properties to lease to persons who are, or have been, victims of domestic violence, dating violence, or stalking, when the applicant qualified applicant.

Lease Terms Regarding Termination: If a tenant is the victim of an incident or incidents of actual or threatened dome dating violence, or stalking, those incidents may not be construed as a serious or repeated violation of the lease by the threatened victim of the violence, and are not good cause for terminating the tenancy or occupancy rights of the v violence or threatened violence. Likewise, the HAO may not terminate the assistance of such a victim.

Termination of Assistance/Eviction: HAP Contract: criminal activity directly relating to domestic violence, dating stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall no termination of the tenancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened domestic violence, dating violence, or stalking.

Termination of Assistance by Housing Authority: Criminal activity directly relating to domestic violence, dating stalking shall not be considered cause for termination of assistance for any participant, or immediate member of the a family who is a victim of the domestic violence, dating violence or stalking.

What the landlord/owner/manager can do:

The owner/manager/landlord may "bifurcate" the lease to terminate evict a leaseholder who engages in criminal acts o described above to family members or others without evicting the victimized lawful occupants.

The owner/manager/landlord may honor court orders regarding rights of access or control of the property.

The owner/manager/landlord may evict tenants for other good cause unrelated to the incident or incidents of domes provided that the victim is not subject to a "more demanding standard" than non-victims.

The owner/manager/landlord may evict if it can demonstrate an actual and imminent threat to other tenants or those em providing service to the property if the tenant is not evicted.

Certification: Tenant provided: If a tenant claims they are a victim of domestic violence, dating violence or s owner/landlord/manager may request that the tenant certify via a HUD approved certification form, that the individual is domestic violence, dating violence, or stalking. The certification must also state that the incident or incidents or bona fide such actual or threatened abuse, and meet the requirements set forth in the law. The certification form must include the person committing the violence. If the landlord/owner/manager wants the victim to provide a certification, it must tell the it wants it in writing, and that the victim must provide the information no less than 14 days after the date on owner/manager/landlord in writing requests the certification. **Third party provided:** 1: the tenant may comply with the requirements by providing documentation signed by an employee, agent, or volunteer of a victim service provider, an at medical professional., from whom the victim has sought assistance in addressing domestic violence, dating violence, sexu stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 USC 1746) to the p belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, datin or stalking has singed or attested to the documentation or 2: the tenant may produce a Federal, State, tribal, territorial, or or court record.

Confidentiality: information provided by the victim pursuant to the certification shall be retained in confidence and n
any shared database nor provided to any related entity except when the discloser is: consented to by the individual in wr
for use in eviction proceedings, or otherwise required by law.

VIOLENCE, DATING VIOLENCE OR STALKING

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

OMB Approval No. 2
Exp. 05/

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 20

TENANT	LANDLORD	UNIT NO. & ADDRE

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the L the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _ _____. This Lease Addendum sh continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalki serious or repeated violations of the lease or other "good cause" for termination of assist tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in b member of a tenant's household or any guest or other person under the tenant's control, for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domes Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as no on the certification form, be completed and submitted within 14 business days, or an agr upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may resul eviction.

_____ Tenant

_____ Date

A. The application will be a permanent file;

B. All applications will be maintained first in order by preferences application date and time, and

C. Any contact between the Housing Authority of the City of Anna applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under regulations.

4.4 *WAITING LIST PREFERENCES*

A preference does not guarantee admission to the program. Preferences are used t order of placement on the waiting list. Every applicant must meet the HACA's Sel as defined in this policy.

Families who reach the top of the waiting list will be contacted by the HACA preference and, if verified, the HACA will complete a full application for occupan must complete the application for occupancy and continue through the applicati and may not retain their place on the waiting list if they refuse to complete their pr contacted by the HACA.

The HACA places applicants on the waiting list based upon preferences and the time of application of eligibility for a weighted selection preference as set forth bel

1. Displaced Preference-Local Resident

This selection preference is available to individuals or families who have lived or City of Annapolis for at least twelve (12) months prior to placement who are:

(a) individuals or families who are residents of Annapolis displaced by government (i.e. required to move by any level of government: federal, state or local) or whose been extensively damaged or destroyed as a result of a disaster declared or other recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence, stalking and/or date can document such;
(c) individuals or families who have been subjected to documented reprisals and/or hate crime is actual or threatened physical violence or intimidation that is direc person or his/her property. It must be based on the person's race, color, religion,

origin, handicap/disability or familial status; and/or(d) individuals displace inaccessibility of a unit.

2. Displaced Preference-Non Resident

This selection preference is available:

(a) individuals or families who are residents of Annapolis displaced by governmen (i.e. required to move by any level of government: federal, state or local) or whose been extensively damaged or destroyed as a result of a disaster declared or othe recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence, stalking and/or dat can document such;
(c) individuals or families who have been subjected to documented reprisals and/oı hate crime is actual or threatened physical violence or intimidation that is dire person or his/her property. It must be based on the person's race, color, religion origin, handicap/disability or familial status; and/or (d) individuals displace inaccessibility of a unit.

3. Working Family Preference – Local Resident:

This selection preference is available to individuals or families where individu: who have lived or worked in the City of Annapolis for at least twelve (12) m placement who are:
(a) the head of household must work for wages, commissions, or other consider and demonstrate full-time employment (32 hours or more per week) for, at leas months immediately prior to the date of placement. It must be apparent that employment is of a continuous, as opposed to a temporary nature, and the head must anticipate such continuous employment after the date of placement. individuals may qualify for this selection preference if the head of househc demonstrate twelve (12) months of full- time self-employment (32 hours or m immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capa of household must work for wages, commissions, or other consideration of demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12 to the date of placement. It must be apparent that the part-time employment is of a opposed to a temporary nature, and the head of household must anticipate su

consultation with the Secretary of Agriculture for any rural area, as defined in Section 52
Housing Act of 1949, taking into account the subsidy characteristics and types of prog
which such ceilings apply. (1937 Act)

Violence Against Woman Act:

- **Domestic Violence**

  Felony or misdemeanor crimes of violence committed by a current or former of the victim, by a person with whom the victim shares a child in commo person sho is cohabitating with or has cohabitated with victim as a spous person similarly situated to a spouse of the victim under the domestic or violence laws of the jurisdiction receiving grant monies grant monies, or other person against an adult or youth victim who is protected from that p acts under the domestic or family violence laws of the jurisdiction.

- **Dating Violence**

  Violence committed by a persons (A) who is or has been in a social relationsh romantic or intimate nature with the victim; and (B) where the existence of relationship shall be determined based on a consideration of the following f (i) The length of the relationship; (ii) the type of relationship; and (iii) the fre of interaction between the persons involved in the relationship.

- **Stalking**
  Means to follow, pursue, or repeatedly commit acts with the intent to kill, harass or intimidate another person; or to place under surveillance with the to kill, injure, harass, or intimidate another person; and in the course of, or as of; such following, pursuit, surveillance, or repeatedly committed acts, to p person in reasonable fear of the death of, or serious bodily injury to, or to substantial emotional harm to that person; a member of the immediate fan that person; or the spouse or intimate partner of that person.

- **Immediate Family**
  Immediate family member is defined to mean, with respect to a person (A) a s parent, brother or sister, or child of that person, or an individual to whon person stands in the care of a child or any other person living in the househ that person and is related to that person by blood or marriage.

9.8 WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to estab order of placement on the waiting list. Every applicant must meet the HACA's Selection as defined in this policy.

The HACA's preference system will work in combination with requirements to ma characteristics for the family to the type of unit available, including units with t populations, in public housing. When such matching is required or permitted by current l HACA will give preference to qualified families. Each preference will be assigned point on the weight of the preference for ranking

Families who reach the top of the waiting list will be contacted by the HACA to veri preference and, if verified, the HACA will complete a full application for occupancy. Ap must complete the application for occupancy and continue through the application pro and may not retain their place on the waiting list if they refuse to complete their processin contacted by the HACA.

The HACA places applicants on the waiting lists based upon the date and time of applicati eligibility for a weighted selection preference as set forth below:

- 11 Points Local Resident-Displacement
- 10 Points Non Resident-Displacement
- 9 Points Local Resident-Working Preference
- 8 Points Non Resident-Working Preference
- 7 Points Local Resident-Veteran
- 6 Points Non Resident-Veteran
- 5 Points Local-Self Sufficiency
- 4 Points Non-Resident Self Sufficiency
- 3 Points Local Resident-Sub Standard Housing
- 2 Point No Resident-Sub Standard Housing
- 1 Point Local Resident, No Preference

This selection preference is available to:

<u>11 Points – Displaced Local Resident:</u>

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

- Domestic violence is when one person purposely causes physical or psychologically harm t another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.

- ✓ Physical abuse
- ✓ Psychological or emotional abuse
- ✓ Sexual assault
- ✓ Stalking
- ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate c
hate crime is actual or threatened physical violence or intimidation that is directed against
person or his/her property. It must be based on the person's race, color, religion, sex, natio
origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

10 Points – Displaced Non-Local Resident:

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

- Domestic violence is when one person purposely causes physical or psychologically harm another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.
- Dating Violence and abuse, also called intimate partner violence, is when one pers purposely causes either physical or mental harm to another, including:
  - ✓ Physical abuse
  - ✓ Psychological or emotional abuse
  - ✓ Sexual assault
  - ✓ Stalking
  - ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate cr
hate crime is actual or threatened physical violence or intimidation that is directed against
person or his/her property. It must be based on the person's race, color, religion, sex, natior
origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

9 Points – Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of val
and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12
months immediately prior to the date of placement. It must be apparent that the full-time
employment is of a continuous, as opposed to a temporary nature, and the head of househol
must anticipate such continuous employment after the date of placement. Self-employed

demonstrate twelve (12) months of full- time self-employment (32 hours or more per wee immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) mont to the date of placement. It must be apparent that the part-time employment is of a contin opposed to a temporary nature, and the head of household must anticipate such continuou employment after the date of placement. Self-employed individuals may qualify for this s preference if the head of household is able to demonstrate twelve (12) months of part-tim employment, of not fewer than twenty (20) hours per week, immediately prior to the date placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

8 Points – Non Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of va and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (1 months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of househo must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) month to the date of placement. It must be apparent that the part-time employment is of a continu opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this se preference if the head of household is able to demonstrate twelve (12) months of part-time employment, of not fewer than twenty (20) hours per week, immediately prior to the date o placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

7 Points – Local Resident Veteran preference: this preference is for families where the of Household has received an honorable discharge from the United States Armed Services.

6 Points – Non Local Resident Veteran preference: for families where the Head of Ho has received an honorable discharge from the United States Armed Services.

5 Points –Local Resident: This preference is available to individuals or families who live work in the City of Annapolis.

4 Points-Local Resident Self-Sufficiency: This preference is available to individuals or families who are willing to engage in self-sufficiency program to include; but, not limited programs offered by HACA and its Partner, who participate in community programs, employment skills, homeownership and other programs that are available that are designe improve the quality of life of residents that ultimately move the family from public progra assistance to non public program assistance.

3 Points-Non Resident Self-Sufficiency: This preference is available to individuals or fa who are willing to engage in self-sufficiency program to include; but, not limited to progr offered by HACA and its Partner, who participate in community programs, employment sl homeownership and other programs that are available that are designed to improve the qua life of residents that ultimately move the family from public program assistance to non pul program assistance.

2 Points –Local Resident: Living in Substandard Housing: This preference is availabl applicants who live in substandard housing whose dwelling meets one or more of the follo criteria:

- Is dilapidated and does not provide safe, adequate shelter and have one or more crit defects or a combination of defects requiring considerable repair; endangers the he safety and well-being family.
- Does not have operable indoor plumbing.
- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is n standard solely because, it does not contain sanitary and/or food preparation faciliti the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Code
- Families who are residing with friends or relatives on a temporary basis will be incl in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

1 Point - Non Resident-Substandard Housing:

- Is dilapidated and does not provide safe, adequate shelter and have one or more criti defects or a combination of defects requiring considerable repair; endangers the hea safety and well-being family.

- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is standard solely because, it does not contain sanitary and/or food preparation facilit the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Cod
- Families who are residing with friends or relatives on a temporary basis will be inc in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

9.9 VERIFICATION OF PREFERENCE QUALIFICATION

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

When the HACA anticipates that the family will be notified in the near future to complete application, the family will be sent a Preference Verification letter to the applicant's last kr address, requesting verification of the family's preference. The HACA will verify the prefe before the applicant's interview is conducted.

Change in Circumstances:

Changes in an applicant's circumstances while on the waiting list may affect the f entitlement to a preference. Applicants are required to notify the HACA in writing whe circumstances change. When an applicant claims an additional preference, s/he will be pla the waiting list in the proper order of their newly-claimed preference.

9.10. PREFERENCE DENIAL

If the HACA denies a preference, the applicant will be placed on the waiting list without of the preference.

The HACA will notify the applicant in writing of the reasons why the preference was deni offer the applicant an opportunity for a review. The applicant will have 10 working d request the meeting in writing. If the preference denial is upheld as a result of the meet the applicant does not request a meeting, the applicant will be placed on the waiting list v benefit of the preference. Applicants may exercise other rights if they believe they hav discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify f preference will be removed from the waiting list with notification to the family.

than the person whose income was verified. For youth under the age of 18, only tl of Household on the same HACA lease as the youth can have access to that yout information. All EIV information requests must be made in writing.

6.0 REQUIRED POSTINGS

The Housing Authority of the City of Annapolis will post, at its main office lo 1217 Madison Street, in a conspicuous place and at a height easily read by all including persons with mobility disabilities, the following information:

A. Statement of Policies and Procedures governing Admission and Co Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units designed with special accommodations, address of all project offices, hours, telephone numbers, TDD numbers, and Resident Facilities and op hours

D. Income Limits for Admission

E. Excess Utility Charges

F. Utility Allowance Schedule

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

L. Resident Safety Policy

M. Violence Against Women Act Policy

N. Any current Housing Authority of the City of Annapolis Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. An application may be mailed to a potential applicant; however, applications will only be accepted in person during the hours of 9 AM to 4 PM M 1217 Madison Street Annapolis Maryland

Applications are taken to compile a waiting list. Due to the demand for housing Housing Authority of the City of Annapolis jurisdiction, The Housing Authority City of Annapolis may take applications on an open enrollment basis, depending length of the waiting list.

Completed applications will be accepted for all applicants and The Housing Authc the City of Annapolis will verify the information.

The completed application will be dated and time stamped upon its return to The H Authority of the City of Annapolis.

Persons with disabilities who require a reasonable accommodation in complet application may call The Housing Authority of the City of Annapolis to make arrangements. A Telecommunication Device for the Deaf (TDD) is available for th The TDD/TYY ACCESS NUMBER CAN BE REACHED BY DAILING: 711 ON TELEPHONE.

The application process will involve two phases. The first phase is the initial appli for housing assistance or the pre-application. The pre-application requires the fan provide limited basic information. This first phase results in the family's placem the waiting list based on date and time of application, and preferences being assigne

haca

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

1217 Madison Street

410-267-8000*Fax 401-267-8290*TYY/TDD: Dial 711on any telep

RESIDENTIAL LEASE AGREEMENT

1. LEASE SUMMARY

Name of Tenant _____ Client No._____

Head of Household

Tenant_____

Co head or Spouse

Unit No. _____ Number of Bedrooms _____

Address _____

_____

Monthly Rent $_____ Effective Date _____

2. **PARTIES:** This Lease is between the Housing Authority of the City of Annapolis ("HA "Authority") and the Tenant or Tenants listed in Section 1 ("Tenant".) Each Tenant of le is responsible for performance of all obligations under this Lease, including but not lim payment of Rent. Persons not listed in Section 5 have no tenancy rights.

Reviewed _____/_____/_

Initial _____

D. In deciding to terminate tenancy, pursuant to federal regulations, HACA shall exe discretion to consider all circumstances of the case, including the seriousness of the the extent of participation by or awareness of Tenant or any other household mem the effect the eviction would have on household members who did not engag prohibited activity, the extent to which the Tenant has shown personal responsib has taken all reasonable steps to prevent or mitigate the offending activity, and (abuse of alcohol or use of illegal drugs) the culpable Tenant or occupancy by non-o household members provided they agree that the offending household member s reside at or visit the unit and shall not be invited or allowed upon the development.

E. The receipt of money by HACA from the Tenant or any other household memb notice of termination of the Lease shall not be deemed a waiver of the HACA's terminate this Lease or to prosecute and maintain an action of eviction.

F. Any notice to vacate or quit that is required by state or local law may be combined run concurrently, with the notice of Lease termination pursuant to this Section. Th to vacate must be in writing, and specify that if Tenant fails to vacate the unit wi applicable period, appropriate action will be brought against Tenant.

G. When HACA is required to offer Tenant the opportunity for a grievance hearing con the Lease termination under HACA's grievance procedure, the tenancy shall not te until the period to request a hearing has expired, or, if a hearing is requested, the gr process has been completed.

H. When HACA is not required to offer Tenant the opportunity for a hearing un grievance procedure, the notice of Lease termination will:
   1. State that Tenant is not entitled to a grievance hearing on the termination.
   2. Specify the judicial eviction process to be used by HACA for eviction and state a in court that contains the basic elements of due process as defined in HUD regula
   3. State whether the eviction is for criminal activity or drug-related criminal act defined in Section 14.

I. An incident or incidents of actual or threatened domestic violence, dating viole stalking (as defined in the Violence Against Women Act, 42 U.S.C. § 1437d (u)), will construed as a serious or repeated violation of the lease by the victim or threatenec of that violence and will not be good cause for terminating the tenancy or occupanc of the victim of such violence.

19. ABANDONMENT:

A. If Tenant is absent from the Unit for fourteen (14) consecutive days without notifyi and Rent is owed for more than 30-dyas and there has been no acknowledge response to notices regarding the past due rent; HACA will proceed in accordance w law to establish whether the Tenant has abandoned the Unit and will dispose of property pursuant to applicable state law and document such findings. The T responsible for rent until HACA receives notice from the Tenant or HACA staff that is vacant.

B. HACA reserves the right to terminate this Lease in accordance with Section 17 if T absent from the residence for more than thirty (30) days consecutive days without p advance written notice to HACA.

19. NOTICES:

A. Notices to Tenant from HACA shall be in writing and delivered to Tenant or any oth household member, or sent by properly addressed, prepaid first class mail. If Te visually impaired, all notices will be given in an accessible format.

B. Notices to HACA from Tenant shall be in writing, delivered or mailed to the appr HACA site Office or the HACA Central Office.

C. The notice of a proposed adverse action shall inform Tenant of the right to re grievance hearing.

20. PROVISIONS FOR MODIFICATION:

A. This lease, together with all attachments and documents incorporated by refe constitutes the entire agreement between the parties.

B. Modifications to the lease require a written rider signed by HACA and the Tenant, ex Notifications of Rent Adjustment pursuant to annual or interim re-examinations or c in addition to rent and other charges on posted schedules.

C. Documents incorporated by reference into this lease may be changed from time to t HACA. Such documents include the Schedule of Charges for Services and Repairs, Sc of Rents, Utility Allowances, Grievances Procedures, Pet Policy, House Rules, and AC lease may be modified at any time by written agreement between the parties. HAC

Reviewed _____/_____/_

Initial _____

give thirty (30) days' notice prior to the effective date of any changes, setting f proposed changes, and providing Tenant's the opportunity to make written co HACA will consider Tenant comments before the proposed changes become effectiv

21. MISCELLANEOUS PROVISIONS:

A. Severability: If any provision of this Lease is found to be void, unenforceable or ill remaining provisions shall remain in effect.

B. Non-Assignable: Tenant may not assign this Lease or transfer it to another person.

C. No Waiver: HACA's failure to insist in any one or more instance upon strict obser any terms of this Lease shall not be considered a waiver by HACA to enforce any pr of the Lease.

D. Acceptance of Rent after Violation: Acceptance of Rent by HACA with knowledge violations of this Lease shall not operate as a waiver of the violations.

22. **EXHIBITS TO THE LEASE:** Tenant certifies that she/he has received a copy of the Lease following listed attachments to the Lease, and understands that these attachments are this Lease as if fully set forth herein.
    A. Grievance Procedure
    B. Lead Based Disclosure of Information
    C. Schedule of Damage Charges
    D. Housekeeping Standards
    E. Pet Policy
    F. Violence Against Women Act Information
    G. Banning
    H. Other: _____

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read this Lease or had it read or explained, and that Tenant understands the L
2. That all information Tenant has given to HACA is true and correct;
3. That Tenant will occupy the unit as Tenant's sole residence as of the

Effective Date: _____

TENANT(S) SIGNATURE(S):

_____ _____

Print Name: _____

_____ _____

Print Name: _____

_____ _____

Print Name: _____ _____

HOUSINGAUTHORITY OF THE CITY OF ANNAPOLIS

By: _____ _____

Print Name: _____

Reviewed _____/_____/_
Initial _____

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

1217 Madison Street

410-267-8000*Fax 401-267-8290*TYY/TDD: Dial 711on any telephone

RESIDENTIAL LEASE AGREEMENT

1. LEASE SUMMARY

Name of Tenant _____ Client No._____

Head of Household

Tenant_____

Co head or Spouse

Unit No. _____ Number of Bedrooms _____

Address _____

_____

Monthly Rent $_____ Effective Date _____

2. **PARTIES:** This Lease is between the Housing Authority of the City of Annapolis ("HACA" or "Authority") and the Tenant or Tenants listed in Section 1 ("Tenant".) Each Tenant of legal age is responsible for performance of all obligations under this Lease, including but not limited to payment of Rent. Persons not listed in Section 5 have no tenancy rights.

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3. **DWELLING UNIT:** Pursuant to this Lease, HACA is renting to Tenant the Unit described ir 1. Except where otherwise indicated, the term "Unit" refers to the apartment unit and area assigned for Tenant's exclusive use.

4. **LEASE TERM AND RENEWAL:** The term of this Lease is one (1) year. The Lease automatically renewed for the same period unless earlier terminated by HACA or pursuant to this Lease.

5. **HOUSHOLD MEMBERS:** The Tenant's household is composed of the individuals listed be only those persons may live in the Unit:

NAME	RELATIONSHIP to Head of House-Hold	AGE & BIRTH DATE	SOCIAL SECI Numbe

6. **USE OF UNIT BY MEMBERS OF THE HOUSEHOLD ONLY:** No one other than a Ho Member listed in Section 5 may stay overnight in the unit for more than fourte consecutive days in any month without the prior written permission of HACA. HACA \ deny permission for good cause.

7. **ADDITIONS TO AND DELETIONS FROM THE HOUSEHOLD:**
   A. The Tenant has the right to exclusive use and occupancy of the leased unit by the m of the household authorized to reside in the unit in accordance with the lease, ir reasonable accommodation of their guests. A "guest "means a person temporarily st the unit with the consent of a Tenant or other Adult member of the household \ express or implied authority to so consent on behalf of the Tenant.

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B. Any additions to the household members listed in this Lease, including live-in a foster children, but excluding additions due to natural birth, court-awarded child and/or legally adopted, require the advanced written approval of HACA. New h members must meet all HACA's applicable eligibility and screening requirements, i criminal history check if eighteen (18) or over, and proof of custody, guardiar adoption for minor children. The household shall not be entitled to any pri preference to transfer other than set forth in the ACOP. The requirement of a written approval will be waived if an addition is made under emergency circumstan an emergency placement by the Department of Social Services) but Tenant must HACA's approval for the addition as soon as feasible.

C. The Head of Household agrees to wait to after receiving HACA's approval before additional persons to move into the unit. HACA will not unreasonable withhold a Failure to comply with this provision of the Lease is a serious and material violatio Lease and grounds for termination of the Lease and eviction.

D. If a household member qualifies to have a live-in aide, the aide will have no tenanc Live-in aide means a person who resides with an elderly, or disabled household who (i) is determined to be essential to the care and well-being of the household n (ii) is not obligated to support the household member, and (iii) would not be livin Unit except to provide the necessary supported services. The aide may live in the U so long as the household member qualifies for the aide's services and must immediately upon termination of employment or death of the Tenant.

E. The Head of Household or their authorized representative shall notify HACA in writin Household Member vacates or no longer resides in the Unit within ten (10) days Tenant shall be fully responsible for the actions of all Household Members until H been notified in writing of the change and the Household Member has been remov the Unit. HACA will not remove a Household Member from the Lease once a Lease has occurred, unless HACA makes a determination as specified in Section 18.D.

8. RENT AND OTHER PAYMENTS DUE UNDER THE LEASE:

A. Rent:

1. Rent in the amount of $_____ per month shall be due and pa advance on the first day of each month and shall be considered delinquent on t day of the month. If this lease begins on a day other than the first day of the mo rent shall be prorated. The first month's prorated rent shall be $_____

_____ The rent is based on the Authority determined flat rent for this unit.

_____ This rent is based on the income or other information reported by the

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2. A late charge in the amount of five (5%) percent (but not to exceed $30.0(monthly rent due will be assessed if rent is not received by the sixth (6th) da month. The late charge shall be due and payable fourteen (14) days after HA written notice of such charge. Tenant acknowledges that this provision for payn late charge does not establish a grace period and that HACA may serve a notic rent or quit the premises at any time after payment of rent is due.
3. If Tenant pays rent late more than four (4) times in any calendar year (i.e. from 1 to December 31) and HACA obtains four judgments of possession, HACA \ lease termination without the "right of redemption".
4. Tenant shall be liable for rent for thirty days after giving written notice of i vacate to HACA. If notice is given and the unit remains occupied beyond thi Tenant shall be liable for all applicable rent on a prorated basis, and subject to as a tenant holding over. In the absence of written notice, Tenant shall be liable for thirty days after HACA learns that Tenant and all household members have the unit. If the end of any thirty day period under this section does not coincide end of a month, the rent due under this provision shall be prorated at a daily rat
5. Rent and other charges can be paid by mail, at the Housing Authority Offices lo 1217 Madison Street or 701 Glenwood Street, Annapolis, Maryland. However, if as a reasonable accommodation, the Authority shall make arrangements for pay rent. The Authority will not accept cash. Additionally, the Authority will not checks, if the Tenant has a returned check for insufficient funds on file.

B. **PHA Supplied Utilities:** HACA shall provide the following utilities and services. The will be provided an allowance for gas and electricity and will be charged for exces Schedules showing the amount of the allowances for each development are posted the management office for each development property, as well as the main HACA of

Utility	Yes	No
Gas	X	
Electricity		X
Water & Sewer	X	
Trash	X	

C. **Tenant Purchased Utilities:** If the Tenant resides in a development where HACA d supply electricity and/or natural gas, an allowance for the utilities shall be esta appropriate for the size and type of dwelling unit for the utilities that the Tena directly to the utility supplier. The total Tenant payment less the allowance for

equals Tenant rent. If the allowance for utilities the total Tenant payment, HACA w utility reimbursement each month.

HACA may change the allowance at any time during the term of the lease, and s Tenant 60 day's written notice of the revised allowance along with any resultant ch Tenant rent utility reimbursement. Schedules showing the amount of the allowance development will be posted outside the management office for each development p as well as the main HACA offices.

Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant utility bill is LESS than the allowance for utilities, the Tenant shall receive the benefit saving.

Tenant shall maintain the uninterrupted supply of utility services by paying the ut promptly to avoid shut-offs. The use of candles, kerosene, oil lamps, or lye as a su source of heat is a serious material violation of this Lease and grounds for terminatic Lease and eviction.

D. **Appliances:** HACA will provide the following appliances.

Appliances	Yes	No
Electric Stove	X	
Refrigerator	X	

E. **Damage Charges:** Tenant shall pay for the repair of damages which are beyond norm and tear to the unit, development buildings, facilities or common areas, and for and extermination made necessary by the action or neglect of the Tenant. Such shall be those outlined in HACA's Schedule of Service and Repairs, which is avai HACA's site and central offices and which may be changed from time to time by HAC

F. **Additional Charges:** All charges for late fees, unit damage fees, and excess utility shall be deemed as additional charges. Failure by the Tenant to pay such charge deemed by the Authority as a contract violation, for which the Authority will monetary judgment. The Tenant shall also be responsible for the payment of rea charges for property. Schedules of damages charges are posted outside the mana office for each development property, as well as at the main HACA offices.

Failure to pay such reasonable charges for damages shall be grounds for terminatio Lease.

G. **Security Deposit:**

1. Tenant shall pay $_____ as a security deposit. The security deposit is fifty ($50) dollars or one month's Total Tenant Payment, whichever is greater, b exceed two hundred ($200) dollars.
2. Payment of the security deposit is due at move-in, unless HACA determines tl case of extreme hardship. In which case Tenant shall make an initial paymen hundred dollars ($100) upon move-in, and pay the balance in ten (10) equal installments (rounded off to the nearest dollar), with the first installment bein the beginning of the second (2nd) month of tenancy.
3. HACA may use the security deposit upon termination of the Lease for any permitted under Maryland Law including but not limited to paying the cost of or the cost of repairing any intentional or negligent damages to the dwelling uni by Tenant, household members and/or guests. At the time the Tenant vacates HACA will inspect the unit and provide the Tenant with a written statement charges, if any, for which the Tenant is responsible. The Tenant and/or a repres may join in such inspection, unless the Tenant vacates without notice to the Autl
4. The return of a security deposit shall occur within 45 days after the end of the the security deposit shall be returned to the Tenant together with simple interes has accrued in the amount of 4 per cent per annum less, any damages r withheld. If any deductions are made, the Authority will furnish Tenant with a statement of any such costs for damages and/or other charges deducted fi Security Deposit. The rental unit must be restored to the same conditions as w family move-in, except for normal wear and tear. Deposits will not be used t normal wear and tear or damage that existed when the family moved in.
5. The Authority shall not charge a higher security deposit for Tenants with disabili use wheelchairs and/or have service or companion animals necessary as rea accommodation.

H. Any charges assessed for maintenance and repair beyond normal wear an consumption of excess utilities and penalties for late payment, shall be due and fourteen (14) days after HACA gives written notice of such charges.

9. RENT RE-DETERMINATION:

A. Each year, the Tenant will be given the option to choose to pay income-based ren rent. The Tenant will be informed of the flat rent amount and an estimate, based on information, what the Tenant's income-based rent would be. The Authority shall ve information supplied by the Tenant and use the verified information to estab amount of the Tenant's rent for the next year. At the time of the annual revi

Authority shall advise the Tenant of any income that will be excluded from consic Increased earnings due to employment shall be excluded during the twelve mont following the hire for families whose income has increased because of the employm family member who was previously unemployed for one or more years; bec participation in a self-sufficiency program or was assisted by a State TANF prograr the last six months.

B. **Income-based Rent:** If Tenant has elected to pay rent based on household incom each year, by the anniversary date of the beginning of the tenancy; Tenant shall updated information regarding household income, assets, expenses, and ho composition. HACA shall verify the information supplied by Tenant and use the information to establish the amount of Tenant's rent for the next year. At the tim annual review, the Authority shall advise the Tenant of any income that will be e from consideration. Increased earnings due to employment shall be excluded du twelve-month period following hire for families whose income has increased bec employment for a family member who was previously unemployed for one or more because of participation in a self sufficiency program, or that was assisted by sta program within the last 6 months. If rent is adjusted, HACA will notify the Tenant, p the nature of the income considerations. Tenant paying income-based rent will be of the option to pay a flat rent every year. All residents electing flat rent will only r rent determination every three (3) year. Tenant may meet with HACA to discuss any in rent resulting from the recertification process. If Tenant does not agree with the n determination, Tenant may request a hearing in accordance with HACA's gr procedure.

In cases where the Tenant has chosen income-based rent and annual income ca projected for twelve (12) –month period, or if the Tenant reports no income, H schedule special rent reviews every ninety (90) days. Provided, however, Tena request a change to the flat rent option before the date of the review if the household's circumstances have changed, such as increased child care or medical ex such that the flat rent option would be more financially feasible for the Tenant.

C. **Flat Rent:** Income reviews will be held every three (3) years if Tenant has elected t flat rent. Tenant will be notified at the appropriate time for this review. Tenant may change his/her choice option at the time of the review appointment or at the time o notification of the option to change between flat rent and income-based rent.

D. **Welfare/TANF rent changes:** Notwithstanding the provisions listed in this sectio accordance with HUD requirements, a Tenant's rent shall not be reduced if the de family's annual income is caused by a reduction in the welfare or public assistance received by the family that is a result of the Tenant's failure to comply with the cond the assistance program requiring participation in an economic self-sufficiency pro other work activities. In addition, if the decrease in the family's annual income is ca a reduction in welfare or public assistance benefits received by the family that is th of an act of fraud, such decreased in income shall not result in a rent reduction. cases, the amount of income to be attributed to the family shall include what th would have received had they complied with the welfare requirements or I committed an action of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance bene family that occurs as a result of the expiration of a time limit for the receipt of as will not be considered a failure to comply with program requirements. Accord Tenant's rent will be reduced as a result of such a verified decrease.

E. **Income and Household Size Information:** As requested by HACA, at the time s above, Tenant shall provide complete, accurate, written, current, and verifiable info to HACA as to:

1. Household composition, including full names, genders, dates of birth, Social numbers and copies of Maryland driver's licenses or Maryland identification c other verification of legal identity as provided in HACA's Admissions and Co Occupancy Policy (the "ACOP") for each person in Tenant's household, p additional information required by reference into this Lease.
2. The source and amount of income received by each person in Tenant's hou Current, written verification must be provided within fifteen (15) days of notific the Tenant.
3. Any usual expenses or circumstances which create a financial burden on the T household.
4. All information must be verified. Tenant shall comply with all reasonable requ verification by signing releases for third-party sources, presenting docume review, or providing other suitable forms of verification.

F. **Failure to Provide Information:** Failure to provide the information required under Se or the submittal of intentional incorrect or fraudulent information, is a serious and r violation of this Lease and grounds for termination of the Lease and eviction.

G. **Interim Redeterminations:**

1. The Rent determined pursuant to the rent determination process shall remain i between regular re-determinations unless Tenant's rent should be changed pur: the ACOP.
2. Tenant must report all changes in family and household composition tha between annual re-examination.
3. Tenant is not required to report increases in income of Tenant or other ho member that occur between annual re-examinations , other than increases d change in family or household composition. Tenant may request an inte examination if a household has a decrease in income or other change in circumst
4. When Tenant reports a change in household circumstances, such as decreases in or household size, Tenant's rent shall be re-determined and adjusted pursuan ACOP, subject to verification of the change as provided in the ACOP. Any deci rent will not be effective until the month following Tenant's report of ch circumstances in accordance with this provision.
5. If Tenant has reported zero ($0) household income, HACA will conduct an inte examination every Ninety (90) days so long as the Tenant continues to report t household has no income.

H. **Change in Rent:** If HACA increases the rent pursuant to a rent review, the new mont shall be effective thirty days following completion of the review. If HACA decreases t pursuant to a rent review, the new monthly rent shall be effective on the first (1st month following completion of the rent review.

I. **Tenant Obligation to Repay:** Tenants who pay rent based on income shall reimburs for the difference between the rent that was paid and the rent that should hav charged if proper notice if income change had been given and if the following circum occurs:

1. Resident does not submit rent review information by the date specified in request; or
2. Resident submits false information at Admission or at annual, special or interim r

Resident is not required to reimburse HACA for undercharges caused solely by failure to follow procedures for computing rent as specified in U.S. Department of H and Urban Development regulations and/or HACA's ACOP.

10. UNIT SIZE; TRANSFERS:

A. HACA has the right to transfer Tenant and any other Household Members to an app dwelling unit if HACA determines, either on its own initiative or at the request of the that:

1. The size of the unit is no longer appropriate for the household size.
2. A transfer is necessary to protect the health or safety of Tenant or household member or another HACA Tenant.
3. The unit is needed as a disabled unit and neither Tenant nor any other hc member disabled.
4. Tenant or another household member needs to live in a unit with special (e.g., disabled access) and the Unit is not reasonably suited for such use.
5. A transfer is necessary in order for HACA to repair, retrofit, replace or mc unit.
6. A court-ordered stipulation is executed or Tenant enters into a written agı to transfer.
7. Other good cause as defined in the ACOP and in accordance with any p established by HACA in the ACOP.

B. HACA may transfer the Tenant to an appropriate size dwelling unit based or composition upon appropriate thirty (30) day notice by HACA informing the Tena such a dwelling unit is available.

C. If there is a transfer to a new dwelling unit, this Lease shall automatically terminat new Lease will shall be executed for the new Unit.

D. If Tenant is required by HACA to move, Tenant must do so within thirty (30) da delivery of a notice to transfer. If Tenant refuses to move, HACA may terminate this L

E. If Tenant disputes the basis for the move, Tenant may utilize the grievance prc Within two days of receiving Tenant's grievance request, HACA may elect and nc Tenant that the grievance review will proceed on an expedited basis, whereby i settlement of the grievance will not apply, and the grievance hearing panel decisior completed within twenty-five (25) days after notice to transfer is given.

11. GRIEVANC PROCEDURE:

A. If HACA seeks to terminate this Lease or takes some other adverse action agai Household, Tenant may, in some instances, be entitled to request a grievance he

contest the action. Tenant may also be entitled, in some instances, to a hearing tc other disputes or grievances with HACA.

B. HACA's Grievance Procedure sets forth the matters that can be subject of a g hearing as well as the procedures for requesting a hearing and the procedure followed during the hearing. A copy of HACA's current Grievance Procedure, which modified from time to time after notice and opportunity for comment by the r pursuant to federal regulations, is attached as Exhibit A and is incorporated he reference. HACA's Grievance Procedure is also posted in HACA's Site Offices.

C. In the case of a proposed adverse action other than a proposed lease terminatio shall not take the proposed action until time to request such a hearing has passec hearing was timely requested) the grievance process has been completed. The appl of the Grievance Procedure to proposed lease terminations is discussed in Section 1 Lease.

12. **HACA's OBLIGATIONS:** HACA is obligated to:

A. Maintain the unit and the development in decent, safe and sanitary condition.

B. Comply with the requirements of all applicable building and housing codes m affecting health and safety and all applicable U.S. Department of Housing and Development regulations.

C. Make necessary repairs to the unit within a reasonable time, provided that if the was caused by the Tenant, Tenant's household or guests and did not arise from norm and tear, the reasonable cost of the repairs shall be charged to the Tenant.

D. Keep the development's buildings, facilities and common areas, not otherwise assi Tenant's for maintenance and upkeep, in clean and safe condition.

E. Maintain in good and safe working order and condition, electrical, plumbing, s heating, and ventilation and other facilities and appliances, including elevators, sup required to be supplied by HACA.

F. Provide and maintain appropriate receptacles and facilities for the deposit and dis garbage and other waste removed from the unit by Tenant.

G. Supply running water and reasonable amounts of hot water and heat, except wher hot water is within Tenant's exclusive control.

H. Notify Tenant of the specific grounds for any proposed adverse action by HACA. "proposed adverse action" includes, but is not limited to, a proposed Lease terr transfer of the household to another unit or imposition of charges for mainte repair, or for excessive utility consumption.

I. Provided, at Tenant's request, reasonable accommodations for a disabled Tenan other household member. Accommodations are not reasonable if they impos financial or administrative burdens on HACA.

13. **OBLIGATIONS OF TENANT, HOUSEHOLD MEMBERS, AND GUESTS:** In addition to obliga forth elsewhere in this Lease, Tenant must comply with, and must cause all hc members, guests, and others under Tenant's control to comply with the following rules, in this Lease, "person under Tenant's control" shall mean a tenant, any member of the household, a guest or another person under the tenant's control, although not stay guest (as defined in Section 7 of this Lease) in the unit, is, or was at the time of the a question, on HACA property based on an invitation from the Tenant or other member(household who has expressed or implied authority to consent on behalf of the Tenant evidence to the contrary, a person temporarily and infrequently on the premises s legitimate commercial purposes is not defined under Tenant's control.)

A. **Use of Unit:** Not to assign or sublease the unit. Not to provide accommodat boarders or lodgers. To use the unit solely as a private dwelling for Tenant and ho members, and not for any other purpose, except when Tenant has received permission from HACA to conduct a specific lawful business. Permission will unreasonably denied.

B. **Mail Drop:** Not to give permission for anyone other than a household member to unit as an address or "mail drop".

C. **Health and Safety:** To comply with all obligations imposed on Tenant by ap provisions of building and housing codes materially affecting health and safety. To k unit and other areas assigned to Tenant for exclusive use in a clean and safe conditi

to create (by act or omission) or permit to exist, any condition on the premises whic in risk to personal health and safety of any person or damage to any property.

D. **Garbage and Trash Removal:** To dispose of all garbage, trash and other waste from in a sanitary and safe manner only in containers approved and provided by the H refrain from, and cause members of the Tenant's household or guest to refrai littering or leaving trash around the unit or the development.

E. **Care In Use of Facilities:** To use only in a reasonable and safe manner, all el plumbing, heating, ventilating, air conditioning, elevators and other facilities in the development, and the common areas.

F. **Damage to Unit or Development:** To refrain from destroying, defacing, damaging, re or tampering with any part of the unit or the development. To immediately report t any vandalism on the premises, or need for repair to the unit or common areas.

G. **Alterations:** To make no alterations, additions or repairs of any kind to the unit (oth addition of a reasonable number of picture hangers) without prior written appr HACA. Such approval shall not be unreasonably withheld. The prohibited alte additions, and or repairs include but are not limited to the following:
   1. Dismantling, changing or removing any part of HACA-owned appliances, fixt equipment.
   2. Painting or installing wallpaper or contact paper.
   3. Attaching any shelves, awnings, window security bars, screen doors, or other per improvements.
   4. Attaching or placing any fixtures or fencing on the building(s), the common areas development grounds.
   5. Installing or altering carpeting, resurfacing floors or alters woodwork.
   6. Installing washing machines or dryers unless appropriate connections are avai the Unit.
   7. Installing any antennas or satellite dishes.
   8. Installing additional or different locks or gates on any doors or windows.

H. **Community Service:** To participate in community service in accordance with the AC federal law, subject to any applicable exceptions to the community service requireme

I. **Grounds Maintenance:** To place no personal property (including pets), furniture, r other materials, at any time in walkways, stairs, landings, hallways, grounds balconies and landscaping.

J. **Smoke Detectors, Sprinklers, Safety Devices:** To maintain all smoke detectors in th proper working order, and to immediately report any malfunctioning or inoperabl detector, sprinkler or safety device to HACA. To not damage, remove, tamper otherwise interfere with the normal operation of smoke detectors, sprinklers, safety devices within the unit of the Development. To not remove live batterie replace worn out batteries.

K. **Fire Safety:** To neither store nor keep any ammunition, explosives, and fi flammable or other hazardous materials in or around the unit. To use all rea precautions to avoid causing a fire, including but not limited to refraining from sm bed, failing to control lit materials, or overloading electrical circuits or extension cor

L. **Guests:** Not to invite anyone to enter a HACA Unit, building or property unless that p Tenant's guest and known to Tenant. To require such guests to remain in Tenant's and not to allow guests to loiter on HACA property. The Tenant shall not knowingly person that has been banned by HACA to enter a HACA building or property. A ' person" is a person whose name has been placed on a Banned List; Banned Lists are at each development's Property Management Offices, as well as HACA's administrative offices. The Tenant should familiarize him or herself with the Banned

M. **Quiet Enjoyment:** To act in a manner that will not disturb the rights of other Ter neighbors of the development to the peaceful enjoyment of their accommodati refrain from playing musical instruments and electronic devices such as radios, tele CD's, DVD's record and tape players at an unreasonable volume anywhere wit development at any time.

N. **Vehicles:** To ensure that vehicles owned by or registered to Tenant or members of T household or guests shall not be parked on Authority property except with current a registration, proper licensing and inspection stickers. To refrain from parking any vel front of dumpsters, on the grass, and any right of way or fire lane designated and ma the Authority, any inoperable, unregistered or unlicensed motor vehicles as describe will be removed from Authority property at Tenant's expense including motorcyc

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bikes and ATVs. Automobile repair on Authority property is prohibited except for mi
repairs.

O. **Mold and Mildew:** To make reasonable measures (positive steps) to prevent the gr
mold and/or mildew, including properly ventilating rooms, cleaning, and promptly r
growth of mold and/or mildew to HACA. To fully cooperate with HACA in the abate
mold and/or mildew, including moving furniture away from walls, emptying
removing items from cupboards, and other actions necessary to make the affecte
accessible for abatement.

P. To pay reasonable charges (other than for wear and tear) for the repair of damage
dwelling unit, or to the project (including damages to project buildings, facilities or c
areas) caused by the Tenant, a member of the household, or guest.

14. **CRIMINAL AND DRUG RELATED ACTIVITIES:** Tenant assures that no member of the t
household or guest engages in any criminal activity that threatens the health, safety or
peaceful enjoyment of the premises by other tenants, or any drug-related criminal activi
off the premises; to assure that no other person under the tenant's control engages
criminal activity that threatens the health, safety or right to peaceful enjoyment of the p
by other tenants; of any drug-related criminal activity on the premises; to assure that
and non members of the household do not engage in an abuse or pattern of abuse of
that affects the health, safety, or right to peaceful enjoyment of the premises by other t
HACA may terminate this Lease for criminal activity and abuse or pattern of abuse of
that affects the health, safety, or right to peaceful enjoyment of the premises by other t
Consistent with federal law and HUD regulations. Nothing in this Lease is intended to
that, in order for criminal activity on the part of a tenant, household member, guest, c
person(s) under Tenant's control to form the basis for an eviction action against Ten
Tenant must know, or should know, of such activity. However, HACA will exercise discr
deciding whether to terminate tenancy as described in Section 18D of this Lease.

A. **Criminal Activity:** Tenant shall not engage in and shall insure that no other ho
member, guest, or any other person under Tenant's control engages in any criminal
that threatens the health, safety or right of peaceful enjoyment of other HACA t
HACA may terminate this Lease for such criminal activity regardless of whether the
arrest or a conviction that results therefrom. However, criminal activity directly rel
domestic violence, dating violence, or stalking (as defined in the Violence Against
Act, 42 U.S.C. §1437d (u)), engaged in by Tenant, a Household Member or any g

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other person under Tenant's control, shall not be cause for termination of the te occupancy rights, if Tenant or an immediate member of Tenant's family is a victir domestic violence, dating violence, or stalking; except that HACA may bifurcate this remove a household member from the Lease, in order to evict, remove, or t occupancy rights for any Tenant or Household Member who engages in crimina physical violence against family members or others, without evicting, removing, ter assistance to, or otherwise penalizing the victim of such violence who is also a T Household Member.

B. **Drug-related Criminal Activity:** Tenant shall not engage in and shall insure that household member or guest engages in drug-related criminal activity on or o property, and that no other person under Tenant's control engages in drug-related activity on HACA property. "Drug-related criminal activity" means the illegal manuf sell, distribute or use the drug. "Drug" means a controlled substance as defined ir 102 of the Controlled Substances Act (21 U.S.C. § 802). HACA may terminate this L drug-related criminal activity regardless of whether there is an arrest or conviction.

C. **Alcohol Abuse:** Tenant shall not engage in and shall insure that no other household engages in the abuse or a pattern of abuse of alcohol that affects the health, safety, to peaceful enjoyment of the premises of any other HACA tenant.

D. **Methamphetamine Conviction:** HACA will immediately terminate this Lease if it det that Tenant or any household member has ever been convicted of drug-related activity for the manufacture or production of methamphetamine on the premise federally assisted housing.

E. **Registered Sex Offenders:** HACA will immediately terminate this Lease if it determi Tenant or any other household member or any unauthorized occupant has ev convicted of a sexual criminal offense that is subject to the Maryland Sex C Registration Program, or otherwise subject to a lifetime registration requiremen another state's sex offender registration program.

F. **Fraud:** HACA will immediately terminate this Lease upon thirty (30) days notice, su the grievance procedure and due process, if it determines that Tenant or an household member has submitted fraudulent information or committed fraud or br secure or otherwise remain in the unit.

Evicting for other criminal activity consist of threat to other tenants. The lease person(s) that threatens the health, safe or right to peaceful enjoyment of the prei other tenants (include PHA management staff) or threatens the health, safety or peaceful enjoyment of their residences by persons residing in the immediate vicinit premises is grounds for termination of tenancy. The PHA may terminate the tena tenant is fleeing to avoid prosecution, or custody or confinement after convictio criminal, or attempt to commit a crime, that is a felony un the laws of the place froı the individual fees. The PHA may evict the tenant by judicial action for criminal ac the PHA determines that the covered person has engaged in the criminal activity, re of whether the covered person has been arrested or convicted for such activity and satisfying the standard of proof used for a criminal conviction.

15. PET POLICY:

A. Animals are forbidden in the Unit or on other HACA property without the prior approval of HACA, unless allowed by state or federal law or a verified disability warr possession of a service animal or a companion animal.

B. If keeping an animal is approved by HACA; Tenant must comply with HACA's adop Policy, as set forth in the ACOP.

C. Keeping an animal in violation of the Pet Policy is a serious and material violatior Lease.

16. **INSPECTION AND ACCESS:** HACA may enter the unit as follows:

A. After at least forty-eight (48) hours' written notice stating that purpose for entry. entry shall be during normal business hours to perform routine inspections and/or re

B. HACA may enter the unit at any time without advanced notification when t reasonable cause to believe an emergency exists.

C. If no adult members of the Tenant's household are at home when HACA enters t then HACA must leave a notification for the Tenant specifying the date, time and pur entry.

D. Prior to the commencement of occupancy by the Tenant, HACA and the Tenant representative will inspect the dwelling unit. HACA will provide the Tenant with a statement of the condition of the dwelling unit, and the equipment provided with the

17. TERMINATION OF LEASE BY TENANT:

A. This Lease may be terminated at any time by Tenant giving thirty (30) days' written ı HACA.

B. Tenant shall leave the unit in clean and as good condition as received at the occupancy, reasonable wear and tear excepted. Tenant shall return the keys to HA moving out.

C. If through any cause, a signer of this Lease ceases to reside in the unit, this Lease terminated. HACA reserves the right to approve or disapprove the execution of a ne with any remaining household member(s), subject to applicable federal regulations.

18. TERMINATION BY HACA:

A. Any termination of this Lease shall be carried out in accordance with U.S. Depart Housing and Urban Development regulations, state and local law, and the terms Lease.

B. HACA may terminate this Lease for violations of material terms of the Lease. Such se repeated violations of terms of the Lease shall include the following:

1. Failure to pay Rent or other charges when due, or habitual late payment of Tenant pays rent late more than four (4) times in any calendar year (i.e. from Ja to December 31) and HACA obtains four judgments of possession, HACA will se termination without the "right of redemption".
2. Failure to comply with the obligations set forth in Section 13.
3. Failure to supply timely and accurate statements of income, assets, expenses an composition.
4. Failure to attend scheduled rent re-determination interviews without good cau cooperate in the verification process.
5. Serious or repeated damage to Unit, or creation of physical hazards in the unit, c areas, grounds or parking areas of any HACA development.
6. Criminal activity or alcohol abuse as provided in Section 14.
7. Failure to perform community service or participate in an economic self-suf program in accordance to federal regulations is grounds for non lease renewal. to cure within 12 months of notice of non compliance is subject to lease term HACA will only terminate for this ground if the Tenant has been notified

Reviewed _____/_____/

Initial _____

noncompliance, has been offered an agreement to cure the noncompliance, failed to enter into the agreement or has failed to comply with the agreement will honor the grievance process for non performance based on good cause.

8. Failure to allow inspection of the unit in accordance with the Lease's in provisions. After at least forty-eight (48) hours' written notice stating that pur entry. HACA's entry shall be during normal business hours to perform inspections and/or repairs. HACA may enter the unit at any time without a notification when there is reasonable cause to believe an emergency exists. If members of the Tenant's household are at home when HACA enters the ur HACA must leave a notification for the Tenant specifying the date, time and pu entry.
9. Material false statements or fraud by the Tenant in connection with the application for assistance or re-examination of income. Discovery after admi facts that made the tenant ineligible; Discovery of material false statement or the tenant in connection with an application for assistance or with reexamin income.
10. Inability to comply with the lease terms if Tenant, by reason of physical or impairment is no longer able to comply with the material terms of this lease, anc make arrangements for someone to aid him/her in complying with the lease, an cannot make reasonable accommodations that would enable Tenant to comply lease, then the lease will be terminated and the termination is subject to a gr hearing under the related policy.

C. HACA shall give Tenant written notice of termination of the lease, stating the grour the termination and informing Tenant to make such reply as Tenant wishes. The not also inform Tenant of the right to examine HACA document directly relevant to th termination, and the right to request a grievance hearing, if applicable. HACA will notice of lease termination in accordance with the following:
   1. Fourteen (14) days in the case of failure to pay rent.
   2. Fourteen (14) days in the case of a breach of lease involving behavior by the Ten person who is on the property with the Tenant's consent, which demonstrates and imminent danger of the Tenant or person doing serious harm to themse include other tenants, HACA's property or HACA representatives, and/or an person on the property.
   3. Thirty (30) days, or such other period allowed by state or local law, in any other c

D. In deciding to terminate tenancy, pursuant to federal regulations, HACA shall exe discretion to consider all circumstances of the case, including the seriousness of the the extent of participation by or awareness of Tenant or any other household mem the effect the eviction would have on household members who did not engag prohibited activity, the extent to which the Tenant has shown personal responsib has taken all reasonable steps to prevent or mitigate the offending activity, and (abuse of alcohol or use of illegal drugs) the culpable Tenant or occupancy by non-o household members provided they agree that the offending household member s reside at or visit the unit and shall not be invited or allowed upon the development.

E. The receipt of money by HACA from the Tenant or any other household memb notice of termination of the Lease shall not be deemed a waiver of the HACA's terminate this Lease or to prosecute and maintain an action of eviction.

F. Any notice to vacate or quit that is required by state or local law may be combined run concurrently, with the notice of Lease termination pursuant to this Section. Th to vacate must be in writing, and specify that if Tenant fails to vacate the unit wi applicable period, appropriate action will be brought against Tenant.

G. When HACA is required to offer Tenant the opportunity for a grievance hearing cor the Lease termination under HACA's grievance procedure, the tenancy shall not te until the period to request a hearing has expired, or, if a hearing is requested, the gi process has been completed.

H. When HACA is not required to offer Tenant the opportunity for a hearing un grievance procedure, the notice of Lease termination will:
   1. State that Tenant is not entitled to a grievance hearing on the termination.
   2. Specify the judicial eviction process to be used by HACA for eviction and state a in court that contains the basic elements of due process as defined in HUD regula
   3. State whether the eviction is for criminal activity or drug-related criminal ac defined in Section 14.

I. An incident or incidents of actual or threatened domestic violence, dating viole stalking (as defined in the Violence Against Women Act, 42 U.S.C. § 1437d (u)), wil construed as a serious or repeated violation of the lease by the victim or threatene of that violence and will not be good cause for terminating the tenancy or occupanc of the victim of such violence.

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Initial _____

19. ABANDONMENT:

A. If Tenant is absent from the Unit for fourteen (14) consecutive days without notifyi and Rent is owed for more than 30-dyas and there has been no acknowledge response to notices regarding the past due rent; HACA will proceed in accordance w law to establish whether the Tenant has abandoned the Unit and will dispose of property pursuant to applicable state law and document such findings. The T responsible for rent until HACA receives notice from the Tenant or HACA staff that is vacant.

B. HACA reserves the right to terminate this Lease in accordance with Section 17 if T absent from the residence for more than thirty (30) days consecutive days without p advance written notice to HACA.

19. NOTICES:

A. Notices to Tenant from HACA shall be in writing and delivered to Tenant or any oth household member, or sent by properly addressed, prepaid first class mail. If T visually impaired, all notices will be given in an accessible format.

B. Notices to HACA from Tenant shall be in writing, delivered or mailed to the app HACA site Office or the HACA Central Office.

C. The notice of a proposed adverse action shall inform Tenant of the right to re grievance hearing.

20. PROVISIONS FOR MODIFICATION:

A. This lease, together with all attachments and documents incorporated by refe constitutes the entire agreement between the parties.

B. Modifications to the lease require a written rider signed by HACA and the Tenant, ex Notifications of Rent Adjustment pursuant to annual or interim re-examinations or in addition to rent and other charges on posted schedules.

C. Documents incorporated by reference into this lease may be changed from time to HACA. Such documents include the Schedule of Charges for Services and Repairs, S of Rents, Utility Allowances, Grievances Procedures, Pet Policy, House Rules, and AC lease may be modified at any time by written agreement between the parties. HA

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Initial _____

give thirty (30) days' notice prior to the effective date of any changes, setting f
proposed changes, and providing Tenant's the opportunity to make written co
HACA will consider Tenant comments before the proposed changes become effectiv

21. MISCELLANEOUS PROVISIONS:

A. Severability: If any provision of this Lease is found to be void, unenforceable or ill
remaining provisions shall remain in effect.

B. Non-Assignable: Tenant may not assign this Lease or transfer it to another person.

C. No Waiver: HACA's failure to insist in any one or more instance upon strict obser
any terms of this Lease shall not be considered a waiver by HACA to enforce any pr
of the Lease.

D. Acceptance of Rent after Violation: Acceptance of Rent by HACA with knowledge
violations of this Lease shall not operate as a waiver of the violations.

22. **EXHIBITS TO THE LEASE:** Tenant certifies that she/he has received a copy of the Lease
following listed attachments to the Lease, and understands that these attachments are
this Lease as if fully set forth herein.
   A. Grievance Procedure
   B. Lead Based Disclosure of Information
   C. Schedule of Damage Charges
   D. Housekeeping Standards
   E. Pet Policy
   F. Violence Against Women Act Information
   G. Banning
   H. Other: _____

BY SIGNING THIS LEASE, EACH TENANT CERTIFIES THAT:

1. Tenant has read this Lease or had it read or explained, and that Tenant understands the L
2. That all information Tenant has given to HACA is true and correct;
3. That Tenant will occupy the unit as Tenant's sole residence as of the

Effective Date: _____

TENANT(S) SIGNATURE(S):

_____ _____

Print Name: _____

_____ _____

Print Name: _____

_____ _____

Print Name: _____ _____

HOUSINGAUTHORITY OF THE CITY OF ANNAPOLIS

By: _____ _____

Print Name: _____

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
TAB 20 – SECTION 7.0 a

REQUEST FOR PROPOSALS

Newtowne 20 Master Planning and Redevelopment

RFP STEP II
TECHNICAL SUBMISSION REQUIREMENTS

I. Background

The Housing Authority City of Annapolis (HACA) is issuing a Request for Proposals for qualified firms (selected in RFQ Step 1) for redevelopment of the federally-subsidized public housing project known as Newtowne 20, located at Newtowne Drive and Betsy Court in Annapolis, Maryland 21401.

The 5.06-acre project will be redeveloped to improve the quality of life of the property's current and future residents and to encourage a better sense of community at Newtowne 20 with the surrounding neighborhood. Proposed redevelopment shall introduce physical designs, unit configurations and sustainable building materials that indistinguishably integrate public housing into the new community. Proposed development should be complementary to new and recent redevelopment of the surrounding community.

Newtowne 20 is a multifamily property sited on a 5.06-acre parcel. It consists of 78 apartment units in nine (9) two-story buildings with basements. All units are 3BR/ 1BA unit configurations. There is also a single story community center building of approximately 2,000 sf. Construction of the property was completed in 1971. The property is zoned R-3. Additional density is permitted as matter of right. The property has significant deferred maintenance issues. Currently, eleven (11) units are verified vacant in need of substantial rehab.

The Physical Needs Assessment (PNA) completed in October 2012 estimates that $4.4 million in repair and renovation work is needed to upgrade and revitalize Newtowne 20. The PNA will be made available to those developers selected in RFQ Step 1, intending to respond to this Step 2 RFP. In the current economic outlook, there are not adequate State or Federal funds available to upgrade the project. It is believed a mixed-income/mixed-finance approach will provide the additional capital necessary to redevelop the property to better meet the housing needs of our residents, meet the goals of HACA for the project and maintain the record of success realized in other HACA public/private partnerships.

II. Description of Project, Neighborhood and Management

A. Property Description: Newtowne 20 (MD001000005). The property consists of 78-units: 3-Bedroom/ 1-Bath apartments occupying nine (9) low rise 2 and 3-story building structures. Total 5.06 acres.

Property Disposition:	The HACA anticipates providing a long-term property ground-lease to the selected development team.
Development Program:	Respondents shall assume responsibility for demolition of existing structures and new construction**.** Development must result in a new affordable or mixed-income family and/or senior community; including one-for-one replacement of public housing units (on and/or off-site) and on-site non-residential facilities.
Development Entities:	Developers may be non-profit (including faith-based) or for-profit entities, for development and ownership purposes. The HACA will retain ownership of the land.

B. NEWTOWNE 20 Neighborhood Area

The immediate community surrounding NEWTOWNE 20 is a multifamily residential neighborhood with one means of ingress and egress from Forest Drive. Leading from Forest Drive is Newtowne Drive which provides vehicular transport to The Glen (a townhome-owner community), Woodside (a project-based HAP subsidized multi-family) and terminates at Newtowne 20. The neighborhood is serviced by Georgetown East Elementary School, Annapolis Middle School, Annapolis High School and Annapolis Area Public Library. The community is next door to a strip retail center anchored by Safeway and is located minutes from downtown Annapolis and includes nearby exits onto Aris T. Allen Highway, allowing easy access to the city's other commercial/ retail areas and Route 50.

Newtown 20 is also located adjacent to the 110-acre planned Crystal Spring Continuing Care Retirement Community (CCRC) sponsored by the National Lutheran Communities & Services and developed by Affirmative Hillpoint, LLC. The planned community will also include market family housing and neighborhood serving commercial/retail space.

C. Oversight

To guide this process of redevelopment, the HACA plans to establish a Redevelopment Steering Committee. The purpose of the NEWTOWNE 20 Redevelopment Steering Committee is to:

- Advise the HACA on the overall direction and implementation of the Revitalization Project;

- Recommend programs and comment on schedules for the Project;
- Conduct regular information sharing meetings in and for the greater community; and
- Receive for comment financial information on the project.

The composition of the Steering Committee, while not finalized, is envisioned to include representatives of HACA, City of Annapolis, Newtowne 20 residents and neighborhood stakeholders.

D. Project Management

Day to day oversight and project management pursuant to terms of the Development Agreement (anticipated to result from this solicitation process) shall be provided by staff and/or consultants of the HACA and/or its designated representative. However, it is emphasized that frequent interaction and collaboration will be required between the successful developer and various HACA development partners, including the NEWTOWNE 20 Redevelopment Steering Committee and the HACA Board of Directors.

III. Project Expected Outcomes

A. Mixed Income

The NEWTOWNE 20 redevelopment program may include a mix of incomes, replacement of public housing units, affordable tax credit units and workforce/market rate units. The program proposed shall include one-for-one replacement, either on-site or off-site, of former public housing units demolished. The residents of the public housing units should be programmed at incomes of 30% percent of the Area Median Income or less. Renters of the tax credit units should be programmed at incomes of 60% of AMI or less and workforce/market rate units will not be restricted as to income, but the overall housing is expected to achieve a seamless blend of rent distribution by unit and ownership type, location, and design.

B. Community Design

Newtowne 20 currently consists of 78 apartments occupying nine (9) low-rise building structures. The scope of work shall include, but not be limited to:

1. Demolition of current structures and improvements.
2. New reconfigured above and below grade site work and improvements.
3. Design and implementation of a sustainable landscape plan;
4. Potentially creating amenities for the greater NEWTOWNE 20 community;
5. Meeting architectural standards in conformance to City of Annapolis and HACA standards ;
6. Developing and implement a technology plan;

7. Developing public open space amenities;
8. Addressing security issues;
9. Utilizing green building techniques and materials;
10. Utilizing local contractors or builders;
11. Consulting with, and gather input from community; and
12. Designing and Managing Construction - Developer to manage design financing and construction approvals and implementation of all components of the project.

C. Economic Development and Opportunities

The NEWTOWNE 20 redevelopment is intended to generate economic opportunities for low income individuals and Minority/ Women Business Enterprises (M/WBE). These opportunities must be quantifiable in terms of dollars and number and types of contracts. A second goal is to create an infrastructure for economic sustainability of the community. This second goal must be tied to the development and implementation of technology infrastructure, education, training, and supportive services for the NEWTOWNE 20 project site or HACA public housing residents at-large

Under HUD's Section 3 regulations, the HACA's developers, builders, and contractors shall, to the greatest extent feasible, provide employment and training to low-income persons and contracting opportunities to Section 3 businesses. This includes a special emphasis on persons receiving HUD housing assistance. Please refer to implementing regulations at 24 CFR Part 135. The selected developer shall prepare a "Section 3 Plan". The plan consists of projections of employment and training opportunities for Section 3 residents, as well as contracting opportunities for Section 3 certified businesses and the approaches to achieve both.

Housing construction for the NEWTOWNE 20 redevelopment shall be required to be in compliance with the provisions of the Davis-Bacon Act. The Developer and builders, or their subcontractors, will be required to document their payment of wages to workers employed directly at the development site at no less than the local prevailing wages and fringe benefits for similar projects.

D. Wages and Labor Law Compliance.

Wages under HACA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al, by the United States Department of Labor or by HUD. The Development Partner and its general contractor shall be expected to execute a written affirmation of its compliance with Davis-Bacon compliance matters and ensure all subcontractors are fully compliant with Davis-Bacon wage requirements. Development Partner and its general contractor shall incorporate this requirement in all subcontractor agreements to ensure compliance.

The application of Maryland State wage and labor rates are governed by HUD Form-5370, under Section 47, Non-Federal Prevailing Wage Rates (attached).

E. Financial Viability

It is understood that any redevelopment plans for NEWTOWNE 20 will require a mixed finance approach where various funding sources are layered together to achieve financial feasibility. The HACA acknowledges that significant subsidies maybe required to redevelop NEWTOWNE 20 and will support the selected developer in obtaining private and public financing.

Responsive proposals should identify the sources of funds required for the development, as well as provide a projected 15-year cash flow of the project for the Step 2 RFP technical submission. Proposals may include a mix of private resources, State and Federal tax credits, federal funding, federal housing subsidies, bond financing, state housing funds, on-site and off-site commercial loans and developer equity. The proposal shall indicate the interim financing structure for the project as well as the long term financing arrangements. To the extent public and private financing are used as part of the financing package, the proposal shall indicate how the developer will secure these monies.

F. Development Goals

The HACA's primary goal is to upgrade and improve NEWTOWNE 20 through the redevelopment of existing site and structures and:

1. Establish a mixed income community;
2. Provide one-for-one replacement of public housing units on-site and off-site;
3. Minimize permanent off-site relocation of residents, through effective planning and scheduling of the project; and
4. Meet energy efficient requirements as set forth in the State of Maryland's and the City of Annapolis most recent building codes.

G. Regulatory Compliance

Prior to the start of construction of the NEWTOWNE 20 redevelopment, the proposed development plan must be presented to and approved by HUD in the form of a Mixed-Finance Proposal, in compliance with HUD's mixed-finance development rules and safe-harbor standards, Federal and State funding regulations. Project implementation will be closely monitored by HACA and HUD, who will require routine reporting on the development phase, including current financial, production, and sales updates. The selected developer will be responsible, at a minimum, for the following administrative goals:

1. The selected developer shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.

2. The selected developer shall maintain its own written policies that, at a minimum, address the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing; and
f. Americans with Disabilities Act.

The selected developer shall maintain evidence that all staff is informed of its requirements and their agreement to comply with said policies. The selected developer shall be solely responsible for the conduct of its employees and for their compliance with its administrative policies.

Unless otherwise indicated 24 CFR 85.36 applies and shall be satisfied upon the procurement of a Master Planning and Development Team in that HUD or other Federal funds are used in either the development or operations of the public housing project. If public and private funds are expended on development activities 24 CFR 85.36 applies. 24 CFR 85.36 does not apply to activities which are solely funded by the expenditure of non-HUD or non-Federal funds.

H. Relocation.

Temporary relocation of current NEWTOWNE 20 residents will be designed to minimize the impact on the current residents. As required, the developer will be charged with developing a relocation phasing strategy with cooperation and approval of HACA to move residents to decent, safe and sanitary housing for the duration of the redevelopment. HACA shall be responsible for implementation of the relocation strategy. Developers may also consider a phased relocation method which would require only relocating residents living in units undergoing redevelopment at the time. The respondent needs to define the plans for relocation in the technical submission.

Residents' Right to Return. Current Newtowne 20 residents in good standing as of the date of issuance of the 90-day notice to relocate will have the right to return to the NEWTOWNE 20 redevelopment when construction is completed. HACA may ask that a committee composed of residents assist in the establishment of criteria for returning residents to promote a healthy new community.

I. Community Participation

Throughout the NEWTOWNE 20 redevelopment planning process and implementation, there must be meaningful and effective communication among public and private entities, including civic organizations, businesses, schools, neighborhood residents, neighborhood boards, government officials and various other stakeholders.

J. On Schedule

The successful developer must demonstrate the capacity to meet or exceed the established deadline once it is determined, and provide a development schedule and the necessary documents to obtain HUD's approval for an acceptable time line.

IV. Development Partner Responsibilities

Throughout the redevelopment of the NEWTOWNE 20 community the Development Partner will work closely with the HACA staff, the residents of NEWTOWNE 20, the HACA's consultants, the City of Annapolis and the NEWTOWNE 20 Steering Committee. The Development Partner will be responsible for ensuring that the Final Master Plan is approvable, financially feasible and implementable. The Final Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the Revitalization Plan is to maximize the variety of all types of housing units, rental and/or for-sale, and to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those available to other income groups.

A. General:

1. Oversee and Implement Redevelopment Efforts at NEWTOWNE 20
   Provide the necessary staffing, expertise, supervision and guarantees to fully and expeditiously implement all aspects of the redevelopment as required by the Agreement.

2. Comply with all Applicable Federal, State and Local Rules and Regulations
   Remain compliant with all applicable Federal, State and local rules and regulations applying to the HUD mixed income/mixed-finance transactions, and all activities required by the Agreement.

3. Debarment
   The Development Partner must provide evidence that it, its principal partners and any subcontractor are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

4. MBE/WBE and Local Preference Opportunities
   The use of federal and state programs requires the Authority to require its contractor(s) to solicit bids from and use minority firms and women's business enterprises ("M/WBEs") whenever possible. The Development Partner will take all necessary affirmative steps to assure that M/WBEs are used when possible.

5. Section 3
   The Development Partner will be expected to develop a strategy for fostering resident employment and small businesses during the redevelopment process. This strategy shall be coordinated and integrated with the HACA throughout the development process.

6. Hire and Manage Consultants and Contractors Necessary to Implement the Project

Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the NEWTOWNE 20 redevelopment project according to the Master Plan and Agreement. At a minimum, the Development Partner's team will need to include consultants appropriate to cover the environmental review; market analysis; geo-technical studies; civil, mechanical and electrical engineering; and any other activities deemed necessary by the Development Partner and the HACA.

7. Maintain Communication Regarding Project Progress with the HACA, HUD and the Residents

The HACA will establish a regular schedule of Team Meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to HACA, in such formats and media as HACA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. Finally, on a quarterly basis, the Development Partner will provide HACA the appropriate information in the format required by HACA and/or HUD. The Development Partner will set-up and maintain adequate system support for this endeavor.

8. Develop and Maintain Quality Control Measures

The Development Partner is responsible for ensuring the project as defined in the Agreement is constructed and managed with the highest quality materials appropriate to the project and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

9. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule

Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.

10. Foster Resident Involvement in Project Implementation

Facilitate and foster the involvement of public housing residents in the implementation of the redevelopment program. In cooperation with HACA, keep residents informed of the status of the redevelopment, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

11. Assist in Providing Community and Supportive Services

The Development Partner will be responsible to assist in the provision and coordination of those services with HACA's Pathways to Opportunities programs.

The HACA will look to the Development Partner to identify additional funding sources that will contribute to the success of the Community and Supportive Services, and expects the Development Partner to leverage other funds for this use.

12. Collaborate with HACA Staff
Propose methods that allow for capacity building opportunities for the HACA staff during the predevelopment and development phases, and during management and operation of each phase.

13. Be Responsive to Local Community, Neighborhood, and City, State, and Federal Interests
Promote and maintain good relations with neighborhood groups and federal, state and local governments.

B. Pre-Development:

1. Prepare a Market Analysis Addressing the Residential Components of the Master Plan
In order to finalize the overall development program, prepare a market analysis that will, among other things, a) assist in determining the proper mix of rental vs. lease-to-purchase homeownership units (if any), subsidized vs. market rate units; and b) assist in determining the proper mix of residential and other non-residential uses; and (c) confirm that proposed rents (both residential and commercial) and housing prices are supportable in the local market.

2. Prepare Final Master Plan
In consultation with the HACA, NEWTOWNE 20 and neighborhood residents, the City of Annapolis and other interested stakeholders prepare a detailed final Master Plan that supports the program goals and feasibly achieves the unit counts envisioned in the award and approved by HACA and HUD. Incorporate into the Master Plan all feasible Low Impact Development methods and practices, including pedestrian and bicycle-friendly design.

3. Consider developing a Homeownership Plan
Subject to use of federal funds and in cooperation with the HACA, if feasible, consider providing lease-to-purchase homeownership opportunities to public and non-public housing residents.

4. Obtain Environmental Clearances
In collaboration with the HACA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, pursuant to SEPA, NEPA and HUD regulations. Development partners should note that projects may be subject to supplementary environmental analyses and reviews, with potentially significant timing and/or budget ramifications.

5. Plans and Specifications
The Development Partner shall be responsible for the preparation of the building plans and specifications.

6. Relocation
Development Partner will assume responsibility with cooperation of HACA for the relocation phasing strategy of residents displaced by redevelopment activities, subject to HACA approval.

C. Financing:

1. Produce an Overall Financing Plan
Produce a feasible financing plan for the overall redevelopment project. The overall financing plan will be developed in consideration with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan must demonstrate a sensitivity and approach in using Capital Grant funds (subject to availability) in the most efficient manner and maximizing leverage of the Capital Grant funds to the greatest extent possible.

2. Prepare the Mixed-Finance Proposal
At the direction of HACA the Development Partner shall take responsibility in the preparation of the Mixed-Finance Proposal ("MFP") and the development of certain associated evidentiary materials for submission to HUD. Where the HACA has primary responsibility and the lead role for the MFP and evidentiary submission to HUD, the Development Partner shall be responsible for drafting any portions as directed by HACA, and for obtaining evidentiaries from third parties as directed by HACA.

3. Financing Application(s)
Per the Agreement and in a timely fashion, the Development Partner will be required to prepare and pursue all financing applications, including, but not limited to, tax credits, tax-exempt bonds, state and local funds, and private debt. Development Partner shall assist and support the HACA with the preparation of any federal, state or private grant applications.

4. Maximize the Leveraging of Public and Private Resources
Per the Agreement, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by the HACA.

5. Obtain Equity Investment
Using an open competition among a variety of syndicators or investors, obtain equity investment on the best terms currently available as required by the Agreement. The HACA will require a competitive syndication process using evaluation criteria agreed to by both the HACA and the Development Partner. Moreover, the HACA will reserve the right to review investor submissions and to approve the final investor selection.

6. Guarantees
In accordance with the Agreement, provide all guarantees required for the successful financing of the project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. HACA will require that the Development Partner demonstrate financial capacity to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.

7. Operating Feasibility
As required in the Agreement, the Development Partner shall structure such reserves and other resources as will reasonably guarantee the long-term operating feasibility of the rental development, utilizing no more public housing subsidy than currently is allocated or which the HACA can expect to receive based on the number of ACC units in the Development Partner's proposal.

8. Accounting/Financing
As provided for in the Agreement, maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction

1. Hire Qualified General Contractors and Oversee Construction Activities
As provided for in the Agreement, the Development Partner will create and implement a process for selecting the most qualified General Contractor. HACA shall retain the right to review and approve proposed General Contractors. During construction, the Development Partner shall provide oversight of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

2. Facilitate Necessary Site Improvements, Demolition and Disposition
Subject to HACA's approval, the Development Partner may assume primary responsibility for the demolition and disposition of any public housing units at NEWTOWNE 20. Pursuant to the Agreement, the Development Partner shall initiate and complete site work and infrastructure construction.

3. Implement Development Program

In accordance with the Agreement and the final Master Plan approved by HACA, the Development Partner will develop all improvements associated with the development program, including multi-family and single-family units and/or community facilities.

4. Insurance and Real Estate Taxes
Except as provided in above, and where appropriate, the Development Partner shall cooperate with HACA to obtain and maintain exemption from real property and sales taxes associated with the affordable and public housing units. According to the terms of the Agreement, the Development Partner shall obtain and maintain necessary and appropriate amounts of insurance during predevelopment and development.

E. Ownership and Asset Management:

1. Organize Ownership Entity
Upon completion of the Master Plan and its approval by HACA, the selected Development Partner will be expected to develop and participate in the ownership structure of and management of the property. Where a Limited Partnership or Limited Liability Corporation is formed, the HACA or an affiliate may participate in that structure.

2. Ensure the Short- and Long-Term Viability of the Redeveloped Projects
The Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the sites redeveloped in accordance with the Agreement.

3. Select and Manage a Property Management Firm for the Rental Units
The HACA expects the Development Partner to assume the property management operation of the redeveloped NEWTOWNE 20 and be responsible for the operations, maintenance and compliance with Local, State and Federal affordable housing standards.

4. Market and Lease-up the Multi-family Rental Units
The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

5. Market and Sell the Lease-to-Purchase and Homeownership Units (if any)
The Development Partner shall develop and implement a marketing and sales plan in accordance with applicable local, state and HUD regulations.

V. Housing Authority City of Annapolis Responsibilities

The HACA shall be responsible for the following:

A. Lease of land
Lease the subject land under a long term ground lease that would require the project to be operated as affordable housing long term.

B. Public/private partnership
Form a public/private partnership with the selected development team, if applicable.

C. Development Agreement (DA)
Enter into a Development Agreement (DA) with the selected developer. The DA will provide for specific goals and timing to be met and will include a detailed scope of work, schedule and affordability levels agreed upon.

D. Provider of Capital Grant Funds
HACA may make a limited amount of Capital Grant funds available to the NEWTOWNE 20 redevelopment, subject to HACA Board approval and future capital funding from HUD. HACA will work with the Development Partner to achieve the maximum leverage of Capital Grant funds.

E. Provider of Operating Subsidies
HACA will make financial contributions toward the cost of operating the NEWTOWNE 20 redevelopment in the form of federal operating subsidies for the public housing units (i.e., those units under the Annual Contributions Contract). HACA will not provide to the Development Partner any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. For purposes of information HUD provides an operating subsidy amount of up to $ 444 PUM (Per Unit Month) for NEWTOWNE 20. Total Project Expense Level is $ 512 for calendar year 2013. The Utility Expense Level is $200 PUM for calendar year 2013. Developer Partners should be aware that in recent years HUD has “pro-rated” the PEL for public housing authorities nationally.

F. Provider of Project-Based Housing Choice Vouchers/Section 8
HACA recognizes the economic benefit of utilizing Project Based Vouchers to leverage private debt financing. As such, the HACA may assign a project based HAP contract to the new community should it be required for financial feasibility, subject to HUD and HACA approval and shall be subject to all the project based voucher requirements, including 24 CFR Part 983.

G. Land Owner
The HACA will remain owner of the land, and will lease the land to an ownership entity organized by the Development Partner (which entity may include HACA at HACA’s option). The lease may be structured to enable the Development Partner to receive Low Income Housing Tax Credits in connection with the project. As owner of the leasehold estate, the Development Partner is principally responsible to ensure that land and infrastructure improvements are being designed and constructed appropriately to satisfy

the NEWTOWNE 20 redevelopment project's long term needs. The HACA shall have responsibility for obtaining any Payment in Lieu of Taxes ("PILOT") Agreements with the City and Annapolis and Anne Arundel County and any related Cooperation Agreements as authorized by law.

H. HACA Relocation

HACA shall review and approve the Development Partner's proposed phasing plan for relocation of residents displaced by redevelopment activities. HACA will be responsible for the implementation of the relocation plan.

I. Demolition and Disposition

HACA shall review and approve the Development Partner's proposed demolition and disposition plan for any public housing units at NEWTOWNE 20. HACA shall be responsible for the submission of demolition and disposition applications to and assist Development Partner with plan approvals from HUD. All units demolished shall be replaced either on-site and/or off-site.

J. Property Management

The HACA currently manages its properties. The HACA expects the Development Partner to propose a property management arrangement that will provide for long-term stable property management for the best interests of the redevelopment, subject to HACA and HUD approval.

K. Asset Management

The HACA will continue to have asset management responsibilities related to the public housing units as well as all other units in which HACA has an ownership interest. The HACA will monitor and enforce the terms of its Lease(s), the Regulatory and Operating Agreement(s) with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements.

L. Supportive Services

The HACA expects that the Development Partner will propose a Community and Supportive Services Plan, which considers and consists of Section 3 and M/WBE program goals and requirements during the master planning, redevelopment and operating phases. . Once complete HACA will support the Development Partner in program implementation with its Pathways to Opportunities program.

M. Monitor Development Partner Compliance with Section 3

The HACA will monitor the Development Partner's plans and efforts for reaching Section 3 goals and objectives. The Development Partner's strategy must be coordinated and integrated with the Property Management and Maintenance Services Branch throughout the development process. Section 3 requirements apply not only to resident employment but also resident small businesses.

N. Facilitation of the NEWTOWNE 20 Steering Committee

The HACA will be responsible for ensuring that the NEWTOWNE 20 Steering Committee continues to understand and advise on all aspects of the development initiative.

VI. Evaluation Criteria, Process and Schedule

Responsive proposals shall be prepared on standard 8½'' x 11'' letter-size paper, single-sided, bound on the long side, and tabs to separate sections. No Respondent materials will be returned. Respondents must submit one (1) bound original and five (5) printed copies.

1. **Physical Program and Approach.** The conceptual design proposal of the Developer and the degree it incorporates sound design principles to create a functionally sustainable community. The manner the Developer would implement the Physical Plan. If the Developer takes issue with any elements of the Development Goals, explain and show why it should be amended. (**20 points**)

   Development Goals

   - **Mixed income**: Housing for families/individuals with a range of incomes, including public housing eligible, tax credit eligible and workforce/market rate households.
   - **One-for-one replacement** of public housing units on and/or off-site.
   - **Minimal permanent off-site relocation** of residents.
   - **Master Plan**: that includes neighborhood scale design, pedestrian and bicycle-friendly design, community amenities, supportive services which enhance the existing community and strengthens its economic vitality.
   - **Economic Development and Opportunities**: Job creation, both short and long term, for local residents and businesses, with a foundation for long-term economic growth of the community.
   - **Supportive Service Programs**: Create viable employment opportunities for current public housing residents during the redevelopment process and establish partnerships with local agencies for job training and supportive service program opportunities.
   - **Financial Viability**: Efficient use of available funds, and leverage of private investment.
   - **Regulatory Compliance**: All redevelopment must be implemented in compliance with all State and Federal (i.e., U. S. Department of Housing and Urban Development) requirements relating to the project.
   - **Community participation**: Meaningful and effective communication among public and private entities, including civic organizations, businesses, neighborhood residents, City officials and various other stakeholders.
   - **On Schedule**: Timely and efficient development.

Respondent shall provide a narrative outlining their approach for all work as stated in Section IV: Development Partner Responsibilities of this RFP, with graphic representations of the conceptual plan (that includes at minimum: the master site plan, typical building elevations, typical building plans), and vision for the concept of the property described in Section III: Project Expected Outcomes of this RFP. The narrative shall include the number and rationale of development phases proposed to implement the plan, the number of units (total and in each phase), unit bedroom mix, unit sizes and construction and finish materials proposed.

For purposes of this Step II evaluation, the following terms are defined as follows: (1) "Affordable Housing Units" are defined as on-site and off-site housing units where there are affordable housing use restrictions on the unit, i.e. project-based Housing Choice Voucher (Section 8) units, Low Income Housing Tax Credit units, HOME units, affordable homeownership units, etc. (2) "Public Housing" is defined as rental units subject to the Annual Contributions Contract. (3) A "Market Rate" unit is defined as rental or ground lease apartment/townhouse ownership units without income restrictions. The HACA expects to maintain a ground lease on the property.

The proposed unit mix should, at minimum, satisfy the objectives of the RFP. While it is up to the Respondent to determine the unit mix that is appropriate for the site, it is essential that the unit mix include a sufficient amount of public housing rental units. The difference between the number of former public housing units demolished and the number proposed on-site shall be sited at an identified off-site location of which the Respondent must provide evidence of site control (which may include an option to purchase, sales contract, land swap, deed, title or ground lease. If providing an option to purchase, the option must extend for at least 180 days after the submission deadline of the Step 2 proposal). To the extent the sub-market shows there is a demand and it is sustainable, Respondents are encouraged to create additional on-site affordable housing units to be made available for persons eligible for public housing (in the 50% to 80% Area Median Income range). The narrative shall explain how the number of units included with the proposal makes the best use of the available land, optimize its use to allow for a unit mix that provides an optimum number of public housing units and concurrently the number of affordable and/or market units to achieve economic feasibility, how the residential nature of the surrounding community is maintained in the new development, what kinds of strategies are included to induce aesthetic, physical, social and economic improvement to the community, and any other information that may be necessary for review.

A. Proposal will receive up to <u>20 points</u> if, in addition to sufficiently addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate that:

(1) Respondent has proposed a responsive site plan that is compact, pedestrian and bicycle friendly with interconnected network of streets and public open space;

(2) The proposed uses are thoroughly integrated into the community through the use of local architectural and best practices that promote green-building (natural lighting, natural ventilation and use of renewable energy sources), building scale, grouping of buildings, and design elements; and

(3) Respondent's plan proposes appropriate Low Impact Development Techniques and landscaping of the natural environment appropriate to the site's soils and microclimate.

B. Proposal will receive up to 15 points if, in addition to addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate design that adequately addresses one or two, but not all three of the elements in 1.A. above.

C. Proposal will receive 0 points if the proposed design is perfunctory or otherwise does not address any element in 1.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 1. above.

2. **Financial Program.** Approaches the Developer would use to finance the revitalization to achieve an economically feasible and sustainable development. (**15 points**)

Respondents shall discuss how they intend to finance the Newtowne 20 redevelopment, what resources they intend to utilize and secure. Respondents shall provide a pricing proposal, including detailed sources and uses and 15-year operating pro-forma to support the development of the conceptual design, including (a) an Internal Rate of Return, Return on Cost, Return on Equity, Total Profit, Total Developer Equity, Total Development Cost, and Total Developer Fees in one summary form and (b) proposed master plan and predevelopment budgets that delineate the respective costs to be incurred by the Developer and the HACA. All spreadsheets should also be submitted on CD in MS-EXCEL format unlocked and contain fully functional, adaptive formulas.

A. Proposal will receive up to 15 points if, in addition to sufficiently addressing the required information in 2. above, the proposal addresses the following in the Respondent's financing plan:

(1) Fulfills the HACA's development goals;

(2) Is economically feasible in the context of current local market conditions;

(3) If Respondent includes market rate housing uses in its concept plan, Respondent must provide a signed letter from an independent, third party, credentialed market research firm or professional that describes its assessment of the demand and associated pricing structure for the proposed uses based on the market and economic conditions of the sub-market area;

(4) Does not propose to use public housing funds for non-public housing uses;

(5) Includes a completed HUD Total Development Cost/Grant Limitations Worksheet in the proposal and follows the funding restrictions and federal program requirements; and

(6) Includes a completed F-1 Worksheet in the proposal in addition to developer sources and use.

B. Proposal will receive up to 10 points if, in addition to sufficiently addressing the required information in 2. Above, the proposal addresses some but not all of the elements of 2.A. above.

C. Proposals will receive 0 points if the proposal does not address any element of 2.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 2. above.

3. **Project and Property Management**. How the developer would manage the entire redevelopment process including property management. (**10 points**)

A. Proposal will receive up to 10 points if the proposal addresses the following in the Respondent's project management plan.

(1) Describe the Respondent's project plan and procedures to be used in performing the redevelopment and property management services described in the Scope of Work (see Sections IV and V of the RFP). The Respondent shall describe its approach to project organization and management, including the responsibilities of Respondent's management and staff personnel that will perform work in this project. The Respondent shall also describe any work to assist HACA in preparing and submitting to HUD, the mixed finance plan consistent with 24 CFR 941, subpart F;

(2) Provide a realistic project schedule to complete the project, identifying specific key tasks, activities and duration to successfully complete the development goals of the RFP (in MS Project format); and

(3) Organizational chart delineating roles and responsibilities of each team member and personnel.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 3.A. above.

C. Proposal will receive up 0 points if the proposal does not address the elements of 3.A. above.

4. **Fee and Risk Share Proposal.** The degree of risk the developer is willing to assume and the methodology for determining the amount of compensation expected. Such proposal should include a proposed role for HACA as part of the development team with compensation commensurate with its contribution of land, staff and ability to secure local, state and federal funding resources. (**10 points**)

A. Proposal will receive up to 10 points if the proposal includes the following:

A narrative and spreadsheet in MS-EXCEL format which considers the Respondent's financing strategy and details:

(1) Pre-development cost sharing;

(2) Respondent's fee structure during Pre-Development and Development periods

(3) Guarantees HACA can expect from the Respondent; and

(4) Proposed Deferred Fees.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 4.A. above.

C. Proposal will receive 0 points if the proposal does not address the elements of 4.A. above.

5. **Community Participation and Support.** Approaches the developer would use to partner with neighborhood groups to assure continuing and meaningful involvement in the development process and a significant long-term role for the residents; and also approaches for training and hiring residents and utilizing M/WBE. **(5 points)**

Respondents shall describe their plan for meeting compliance with Section 3 federal regulations (12 U.S.C. 1701(u) and 24 CFR part 135).

Respondents shall also provide a Community and Supportive Services (CSS) capital plan to assist residents with achieving self-sufficiency goals. Such plan shall include a description of the CSS approach; a program budget including a detailed narrative for each line item, a description of each funding source and if applicable, a fundraising strategy for external funding not yet secured for the CSS

plan; a description of the role of each implementing partner, including HACA's Pathways To Opportunity and the rationale for selection; and a description of the management, data collection, reporting and tracking activities that will measure progress on the CSS overall outcomes

A. Proposal will receive up to 5 points if the proposal demonstrates that Respondent has a feasible plan that addresses sufficiently the required information in 5. above.

B. Proposal will receive 0 points if the proposal does not address the information required for the criteria submission in 5. above.

Schedule. Step Two – Request for Proposals:

• Technical Submission RFP	October 7, 2013
• Submission of Developer Proposals	Friday, November 15, 2013
• Presentation(s) by Developer(s)	December 9 – December 13, 2013
• Notification of Selected Developer	January 6, 2013
• Complete MOU/ Development Agreement	Late February / Early March 2014

The HACA shall conduct a Pre-Proposal Conference on Wednesday, October 16, 2013 from 10 a.m. to 11 a.m. Eastern Standard Time (EST) and a site inspection at approximately 11:30 a.m. EST. **The HACA strongly encourages all parties intending to submit a response to this Step 2 RFP attend.**

Responses Due

Response to this Step 2 RFP: Proposals (one (1) bound original and 5 copies) are due no later than 1:00 PM, EST on Friday, November 15, 2013, and should be sealed and addressed as follows:

Mr. Vincent O. Leggett, Executive Director
Housing Authority City of Annapolis
1217 Madison Street
Annapolis, MD 21403-2203
Attn: Newtowne 20, Step 2 RFP Proposals

The above stated deadline is firm as to date and hour. The HACA will treat as ineligible for consideration any submission that is received after that deadline. Upon receipt of each proposal, HACA will date and time stamp it to evidence timely or late receipt, and upon request, provide the developers with an acknowledgment of receipt. Faxed or emailed

submissions will not be accepted. All submissions become the property of HACA and will not be returned.

VII. Terms and Conditions (see RFQ Step I: Section VIII)

ADDENDUM

ADDENDUM NO. 1 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

The due date for submission of responses to the subject solicitation is extended from December 13, 2013 to **Friday, January 31, 2014.** The time of day for submission remains at 1PM EST. Similarly, the due date for submission of questions is extended to Friday, December 10, 2013.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 1

_____
Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

ADDENDUM

ADDENDUM NO. 2 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

Based upon clarification of the of Newtowne 20 site acreage (6.45 acres), its current zoning classification (R-3) and the density permitted per acre (12.1 units per acre) the maximum density allowed by right is seventy-eight (78) units. According to the City of Annapolis Department of Planning and Zoning (see attached) there is permitted a 10% bonus in density subject to the inclusion of affordable housing. This translates into the addition of seven (7) affordable units allowing for a total of eighty-five (85) units. Therefore, solicitation proposals are now required to include no more than 85 units.

In addition, HACA intends to explore the feasibility and potential success of achieving a zoning reclassification of R-4 for the Newtowne 20 site. Should respondents elect to do so HACA encourages the submission of an ADD ALTERNATE PROPOSAL which contemplates the Newtowne 20 site under R-4 zoning. R-4 allows for 25 units per acre and therefore a maximum density up to 161 units. Failure to submit an ADD ALTERNATE PROPOSAL will not prejudice the evaluation of a submission. Should a determination be made to pursue zoning reclassification prior to or after the amended submission due date (see ADDENDUM No. 1), this RFP Step II evaluation and selection schedule may change.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 2

_____

Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

TAB 20 - PROPOSED REDEVELOPMENT

NEWTOWNE-TWENTY
DEMOGRAPHIC SUMMARY
DECEMBER 17 2013

Property Data:	
Total Number of Units	**78 Units**
3-bedrooms	**78**
Square Footage- Side Walk	**16,080**
Square Footage-Parking Lot	**32,640**
Acreage	**5.06**
Year Built	**1971**
Age	**43 years old**
Number of Buildings	**26**
Laundry Room	**1**
Community Room	**1**
Utilities	**Excess Utilities**
Occupancy and Vacancy Status:	
Exempt for Modernization	**11**
Occupied	**61**
Vacant-Make Ready	**6**
Total	**78**

TAB 20 – SECTION 7.0

REQUEST FOR PROPOSALS

Newtowne 20 Master Planning and Redevelopment

RFP STEP II

TECHNICAL SUBMISSION REQUIREMENTS

I. Background

The Housing Authority City of Annapolis (HACA) is issuing a Request for Proposals for qualified firms (selected in RFQ Step 1) for redevelopment of the federally-subsidized public housing project known as Newtowne 20, located at Newtowne Drive and Betsy Court in Annapolis, Maryland 21401.

The 5.06-acre project will be redeveloped to improve the quality of life of the property's current and future residents and to encourage a better sense of community at Newtowne 20 with the surrounding neighborhood. Proposed redevelopment shall introduce physical designs, unit configurations and sustainable building materials that indistinguishably integrate public housing into the new community. Proposed development should be complementary to new and recent redevelopment of the surrounding community.

Newtowne 20 is a multifamily property sited on a 5.06-acre parcel. It consists of 78 apartment units in nine (9) two-story buildings with basements. All units are 3BR/ 1BA unit configurations. There is also a single story community center building of approximately 2,000 sf. Construction of the property was completed in 1971. The property is zoned R-3. Additional density is permitted as matter of right. The property has significant deferred maintenance issues. Currently, eleven (11) units are verified vacant in need of substantial rehab.

The Physical Needs Assessment (PNA) completed in October 2012 estimates that $4.4 million in repair and renovation work is needed to upgrade and revitalize Newtowne 20. The PNA will be made available to those developers selected in RFQ Step 1, intending to respond to this Step 2 RFP. In the current economic outlook, there are not adequate State or Federal funds available to upgrade the project. It is believed a mixed-income/mixed-finance approach will provide the additional capital necessary to redevelop the property to better meet the housing needs of our residents, meet the goals of HACA for the project and maintain the record of success realized in other HACA public/private partnerships.

II. Description of Project, Neighborhood and Management

A. Property Description: Newtowne 20 (MD001000005). The property consists of 78-units: 3-Bedroom/ 1-Bath apartments occupying nine (9) low rise 2 and 3-story building structures. Total 5.06 acres.

Property Disposition:	The HACA anticipates providing a long-term property ground-lease to the selected development team.
Development Program:	Respondents shall assume responsibility for demolition of existing structures and new construction**.** Development must result in a new affordable or mixed-income family and/or senior community; including one-for-one replacement of public housing units (on and/or off-site) and on-site non-residential facilities.
Development Entities:	Developers may be non-profit (including faith-based) or for-profit entities, for development and ownership purposes. The HACA will retain ownership of the land.

B. NEWTOWNE 20 Neighborhood Area

The immediate community surrounding NEWTOWNE 20 is a multifamily residential neighborhood with one means of ingress and egress from Forest Drive. Leading from Forest Drive is Newtowne Drive which provides vehicular transport to The Glen (a townhome-owner community), Woodside (a project-based HAP subsidized multi-family) and terminates at Newtowne 20. The neighborhood is serviced by Georgetown East Elementary School, Annapolis Middle School, Annapolis High School and Annapolis Area Public Library. The community is next door to a strip retail center anchored by Safeway and is located minutes from downtown Annapolis and includes nearby exits onto Aris T. Allen Highway, allowing easy access to the city's other commercial/ retail areas and Route 50.

Newtown 20 is also located adjacent to the 110-acre planned Crystal Spring Continuing Care Retirement Community (CCRC) sponsored by the National Lutheran Communities & Services and developed by Affirmative Hillpoint, LLC. The planned community will also include market family housing and neighborhood serving commercial/retail space.

C. Oversight

To guide this process of redevelopment, the HACA plans to establish a Redevelopment Steering Committee. The purpose of the NEWTOWNE 20 Redevelopment Steering Committee is to:

- Advise the HACA on the overall direction and implementation of the Revitalization Project;

- Recommend programs and comment on schedules for the Project;
- Conduct regular information sharing meetings in and for the greater community; and
- Receive for comment financial information on the project.

The composition of the Steering Committee, while not finalized, is envisioned to include representatives of HACA, City of Annapolis, Newtowne 20 residents and neighborhood stakeholders.

D. Project Management

Day to day oversight and project management pursuant to terms of the Development Agreement (anticipated to result from this solicitation process) shall be provided by staff and/or consultants of the HACA and/or its designated representative. However, it is emphasized that frequent interaction and collaboration will be required between the successful developer and various HACA development partners, including the NEWTOWNE 20 Redevelopment Steering Committee and the HACA Board of Directors.

III. Project Expected Outcomes

A. Mixed Income

The NEWTOWNE 20 redevelopment program may include a mix of incomes, replacement of public housing units, affordable tax credit units and workforce/market rate units. The program proposed shall include one-for-one replacement, either on-site or off-site, of former public housing units demolished. The residents of the public housing units should be programmed at incomes of 30% percent of the Area Median Income or less. Renters of the tax credit units should be programmed at incomes of 60% of AMI or less and workforce/market rate units will not be restricted as to income, but the overall housing is expected to achieve a seamless blend of rent distribution by unit and ownership type, location, and design.

B. Community Design

Newtowne 20 currently consists of 78 apartments occupying nine (9) low-rise building structures. The scope of work shall include, but not be limited to:

1. Demolition of current structures and improvements.
2. New reconfigured above and below grade site work and improvements.
3. Design and implementation of a sustainable landscape plan;
4. Potentially creating amenities for the greater NEWTOWNE 20 community;
5. Meeting architectural standards in conformance to City of Annapolis and HACA standards ;
6. Developing and implement a technology plan;

7. Developing public open space amenities;
8. Addressing security issues;
9. Utilizing green building techniques and materials;
10. Utilizing local contractors or builders;
11. Consulting with, and gather input from community; and
12. Designing and Managing Construction - Developer to manage design financing and construction approvals and implementation of all components of the project.

C. Economic Development and Opportunities

The NEWTOWNE 20 redevelopment is intended to generate economic opportunities for low income individuals and Minority/ Women Business Enterprises (M/WBE). These opportunities must be quantifiable in terms of dollars and number and types of contracts. A second goal is to create an infrastructure for economic sustainability of the community. This second goal must be tied to the development and implementation of technology infrastructure, education, training, and supportive services for the NEWTOWNE 20 project site or HACA public housing residents at-large

Under HUD's Section 3 regulations, the HACA's developers, builders, and contractors shall, to the greatest extent feasible, provide employment and training to low-income persons and contracting opportunities to Section 3 businesses. This includes a special emphasis on persons receiving HUD housing assistance. Please refer to implementing regulations at 24 CFR Part 135. The selected developer shall prepare a "Section 3 Plan". The plan consists of projections of employment and training opportunities for Section 3 residents, as well as contracting opportunities for Section 3 certified businesses and the approaches to achieve both.

Housing construction for the NEWTOWNE 20 redevelopment shall be required to be in compliance with the provisions of the Davis-Bacon Act. The Developer and builders, or their subcontractors, will be required to document their payment of wages to workers employed directly at the development site at no less than the local prevailing wages and fringe benefits for similar projects.

D. Wages and Labor Law Compliance.

Wages under HACA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al, by the United States Department of Labor or by HUD. The Development Partner and its general contractor shall be expected to execute a written affirmation of its compliance with Davis-Bacon compliance matters and ensure all subcontractors are fully compliant with Davis-Bacon wage requirements. Development Partner and its general contractor shall incorporate this requirement in all subcontractor agreements to ensure compliance.

The application of Maryland State wage and labor rates are governed by HUD Form-5370, under Section 47, Non-Federal Prevailing Wage Rates (attached).

E. Financial Viability

It is understood that any redevelopment plans for NEWTOWNE 20 will require a mixed finance approach where various funding sources are layered together to achieve financial feasibility. The HACA acknowledges that significant subsidies maybe required to redevelop NEWTOWNE 20 and will support the selected developer in obtaining private and public financing.

Responsive proposals should identify the sources of funds required for the development, as well as provide a projected 15-year cash flow of the project for the Step 2 RFP technical submission. Proposals may include a mix of private resources, State and Federal tax credits, federal funding, federal housing subsidies, bond financing, state housing funds, on-site and off-site commercial loans and developer equity. The proposal shall indicate the interim financing structure for the project as well as the long term financing arrangements. To the extent public and private financing are used as part of the financing package, the proposal shall indicate how the developer will secure these monies.

F. Development Goals

The HACA's primary goal is to upgrade and improve NEWTOWNE 20 through the redevelopment of existing site and structures and:

1. Establish a mixed income community;
2. Provide one-for-one replacement of public housing units on-site and off-site;
3. Minimize permanent off-site relocation of residents, through effective planning and scheduling of the project; and
4. Meet energy efficient requirements as set forth in the State of Maryland's and the City of Annapolis most recent building codes.

G. Regulatory Compliance

Prior to the start of construction of the NEWTOWNE 20 redevelopment, the proposed development plan must be presented to and approved by HUD in the form of a Mixed-Finance Proposal, in compliance with HUD's mixed-finance development rules and safe-harbor standards, Federal and State funding regulations. Project implementation will be closely monitored by HACA and HUD, who will require routine reporting on the development phase, including current financial, production, and sales updates. The selected developer will be responsible, at a minimum, for the following administrative goals:

1. The selected developer shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.

2. The selected developer shall maintain its own written policies that, at a minimum, address the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing; and
f. Americans with Disabilities Act.

The selected developer shall maintain evidence that all staff is informed of its requirements and their agreement to comply with said policies. The selected developer shall be solely responsible for the conduct of its employees and for their compliance with its administrative policies.

Unless otherwise indicated 24 CFR 85.36 applies and shall be satisfied upon the procurement of a Master Planning and Development Team in that HUD or other Federal funds are used in either the development or operations of the public housing project. If public and private funds are expended on development activities 24 CFR 85.36 applies. 24 CFR 85.36 does not apply to activities which are solely funded by the expenditure of non-HUD or non-Federal funds.

H. Relocation.

Temporary relocation of current NEWTOWNE 20 residents will be designed to minimize the impact on the current residents. As required, the developer will be charged with developing a relocation phasing strategy with cooperation and approval of HACA to move residents to decent, safe and sanitary housing for the duration of the redevelopment. HACA shall be responsible for implementation of the relocation strategy. Developers may also consider a phased relocation method which would require only relocating residents living in units undergoing redevelopment at the time. The respondent needs to define the plans for relocation in the technical submission.

Residents' Right to Return. Current Newtowne 20 residents in good standing as of the date of issuance of the 90-day notice to relocate will have the right to return to the NEWTOWNE 20 redevelopment when construction is completed. HACA may ask that a committee composed of residents assist in the establishment of criteria for returning residents to promote a healthy new community.

I. Community Participation

Throughout the NEWTOWNE 20 redevelopment planning process and implementation, there must be meaningful and effective communication among public and private entities, including civic organizations, businesses, schools, neighborhood residents, neighborhood boards, government officials and various other stakeholders.

J. On Schedule

The successful developer must demonstrate the capacity to meet or exceed the established deadline once it is determined, and provide a development schedule and the necessary documents to obtain HUD's approval for an acceptable time line.

IV. Development Partner Responsibilities

Throughout the redevelopment of the NEWTOWNE 20 community the Development Partner will work closely with the HACA staff, the residents of NEWTOWNE 20, the HACA's consultants, the City of Annapolis and the NEWTOWNE 20 Steering Committee. The Development Partner will be responsible for ensuring that the Final Master Plan is approvable, financially feasible and implementable. The Final Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the Revitalization Plan is to maximize the variety of all types of housing units, rental and/or for-sale, and to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those available to other income groups.

A. General:

1. Oversee and Implement Redevelopment Efforts at NEWTOWNE 20
   Provide the necessary staffing, expertise, supervision and guarantees to fully and expeditiously implement all aspects of the redevelopment as required by the Agreement.

2. Comply with all Applicable Federal, State and Local Rules and Regulations
   Remain compliant with all applicable Federal, State and local rules and regulations applying to the HUD mixed income/mixed-finance transactions, and all activities required by the Agreement.

3. Debarment
   The Development Partner must provide evidence that it, its principal partners and any subcontractor are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

4. MBE/WBE and Local Preference Opportunities
   The use of federal and state programs requires the Authority to require its contractor(s) to solicit bids from and use minority firms and women's business enterprises ("M/WBEs") whenever possible. The Development Partner will take all necessary affirmative steps to assure that M/WBEs are used when possible.

5. Section 3
   The Development Partner will be expected to develop a strategy for fostering resident employment and small businesses during the redevelopment process. This strategy shall be coordinated and integrated with the HACA throughout the development process.

6. Hire and Manage Consultants and Contractors Necessary to Implement the Project

Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the NEWTOWNE 20 redevelopment project according to the Master Plan and Agreement. At a minimum, the Development Partner's team will need to include consultants appropriate to cover the environmental review; market analysis; geo-technical studies; civil, mechanical and electrical engineering; and any other activities deemed necessary by the Development Partner and the HACA.

7. Maintain Communication Regarding Project Progress with the HACA, HUD and the Residents

The HACA will establish a regular schedule of Team Meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to HACA, in such formats and media as HACA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. Finally, on a quarterly basis, the Development Partner will provide HACA the appropriate information in the format required by HACA and/or HUD. The Development Partner will set-up and maintain adequate system support for this endeavor.

8. Develop and Maintain Quality Control Measures

The Development Partner is responsible for ensuring the project as defined in the Agreement is constructed and managed with the highest quality materials appropriate to the project and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

9. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule

Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.

10. Foster Resident Involvement in Project Implementation

Facilitate and foster the involvement of public housing residents in the implementation of the redevelopment program. In cooperation with HACA, keep residents informed of the status of the redevelopment, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

11. Assist in Providing Community and Supportive Services

The Development Partner will be responsible to assist in the provision and coordination of those services with HACA's Pathways to Opportunities programs.

The HACA will look to the Development Partner to identify additional funding sources that will contribute to the success of the Community and Supportive Services, and expects the Development Partner to leverage other funds for this use.

12. Collaborate with HACA Staff
Propose methods that allow for capacity building opportunities for the HACA staff during the predevelopment and development phases, and during management and operation of each phase.

13. Be Responsive to Local Community, Neighborhood, and City, State, and Federal Interests
Promote and maintain good relations with neighborhood groups and federal, state and local governments.

B. Pre-Development:

1. Prepare a Market Analysis Addressing the Residential Components of the Master Plan
In order to finalize the overall development program, prepare a market analysis that will, among other things, a) assist in determining the proper mix of rental vs. lease-to-purchase homeownership units (if any), subsidized vs. market rate units; and b) assist in determining the proper mix of residential and other non-residential uses; and (c) confirm that proposed rents (both residential and commercial) and housing prices are supportable in the local market.

2. Prepare Final Master Plan
In consultation with the HACA, NEWTOWNE 20 and neighborhood residents, the City of Annapolis and other interested stakeholders prepare a detailed final Master Plan that supports the program goals and feasibly achieves the unit counts envisioned in the award and approved by HACA and HUD. Incorporate into the Master Plan all feasible Low Impact Development methods and practices, including pedestrian and bicycle-friendly design.

3. Consider developing a Homeownership Plan
Subject to use of federal funds and in cooperation with the HACA, if feasible, consider providing lease-to-purchase homeownership opportunities to public and non-public housing residents.

4. Obtain Environmental Clearances
In collaboration with the HACA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, pursuant to SEPA, NEPA and HUD regulations. Development partners should note that projects may be subject to supplementary environmental analyses and reviews, with potentially significant timing and/or budget ramifications.

5. Plans and Specifications
The Development Partner shall be responsible for the preparation of the building plans and specifications.

6. Relocation
Development Partner will assume responsibility with cooperation of HACA for the relocation phasing strategy of residents displaced by redevelopment activities, subject to HACA approval.

C. Financing:

1. Produce an Overall Financing Plan
Produce a feasible financing plan for the overall redevelopment project. The overall financing plan will be developed in consideration with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan must demonstrate a sensitivity and approach in using Capital Grant funds (subject to availability) in the most efficient manner and maximizing leverage of the Capital Grant funds to the greatest extent possible.

2. Prepare the Mixed-Finance Proposal
At the direction of HACA the Development Partner shall take responsibility in the preparation of the Mixed-Finance Proposal ("MFP") and the development of certain associated evidentiary materials for submission to HUD. Where the HACA has primary responsibility and the lead role for the MFP and evidentiary submission to HUD, the Development Partner shall be responsible for drafting any portions as directed by HACA, and for obtaining evidentiaries from third parties as directed by HACA.

3. Financing Application(s)
Per the Agreement and in a timely fashion, the Development Partner will be required to prepare and pursue all financing applications, including, but not limited to, tax credits, tax-exempt bonds, state and local funds, and private debt. Development Partner shall assist and support the HACA with the preparation of any federal, state or private grant applications.

4. Maximize the Leveraging of Public and Private Resources
Per the Agreement, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by the HACA.

5. Obtain Equity Investment
Using an open competition among a variety of syndicators or investors, obtain equity investment on the best terms currently available as required by the Agreement. The HACA will require a competitive syndication process using evaluation criteria agreed to by both the HACA and the Development Partner. Moreover, the HACA will reserve the right to review investor submissions and to approve the final investor selection.

6. Guarantees
In accordance with the Agreement, provide all guarantees required for the successful financing of the project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. HACA will require that the Development Partner demonstrate financial capacity to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.

7. Operating Feasibility
As required in the Agreement, the Development Partner shall structure such reserves and other resources as will reasonably guarantee the long-term operating feasibility of the rental development, utilizing no more public housing subsidy than currently is allocated or which the HACA can expect to receive based on the number of ACC units in the Development Partner's proposal.

8. Accounting/Financing
As provided for in the Agreement, maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction

1. Hire Qualified General Contractors and Oversee Construction Activities
As provided for in the Agreement, the Development Partner will create and implement a process for selecting the most qualified General Contractor. HACA shall retain the right to review and approve proposed General Contractors. During construction, the Development Partner shall provide oversight of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

2. Facilitate Necessary Site Improvements, Demolition and Disposition
Subject to HACA's approval, the Development Partner may assume primary responsibility for the demolition and disposition of any public housing units at NEWTOWNE 20. Pursuant to the Agreement, the Development Partner shall initiate and complete site work and infrastructure construction.

3. Implement Development Program

In accordance with the Agreement and the final Master Plan approved by HACA, the Development Partner will develop all improvements associated with the development program, including multi-family and single-family units and/or community facilities.

4. Insurance and Real Estate Taxes
Except as provided in above, and where appropriate, the Development Partner shall cooperate with HACA to obtain and maintain exemption from real property and sales taxes associated with the affordable and public housing units. According to the terms of the Agreement, the Development Partner shall obtain and maintain necessary and appropriate amounts of insurance during predevelopment and development.

E. Ownership and Asset Management:

1. Organize Ownership Entity
Upon completion of the Master Plan and its approval by HACA, the selected Development Partner will be expected to develop and participate in the ownership structure of and management of the property. Where a Limited Partnership or Limited Liability Corporation is formed, the HACA or an affiliate may participate in that structure.

2. Ensure the Short- and Long-Term Viability of the Redeveloped Projects
The Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the sites redeveloped in accordance with the Agreement.

3. Select and Manage a Property Management Firm for the Rental Units
The HACA expects the Development Partner to assume the property management operation of the redeveloped NEWTOWNE 20 and be responsible for the operations, maintenance and compliance with Local, State and Federal affordable housing standards.

4. Market and Lease-up the Multi-family Rental Units
The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

5. Market and Sell the Lease-to-Purchase and Homeownership Units (if any)
The Development Partner shall develop and implement a marketing and sales plan in accordance with applicable local, state and HUD regulations.

V. Housing Authority City of Annapolis Responsibilities

The HACA shall be responsible for the following:

A. Lease of land
Lease the subject land under a long term ground lease that would require the project to be operated as affordable housing long term.

B. Public/private partnership
Form a public/private partnership with the selected development team, if applicable.

C. Development Agreement (DA)
Enter into a Development Agreement (DA) with the selected developer. The DA will provide for specific goals and timing to be met and will include a detailed scope of work, schedule and affordability levels agreed upon.

D. Provider of Capital Grant Funds
HACA may make a limited amount of Capital Grant funds available to the NEWTOWNE 20 redevelopment, subject to HACA Board approval and future capital funding from HUD. HACA will work with the Development Partner to achieve the maximum leverage of Capital Grant funds.

E. Provider of Operating Subsidies
HACA will make financial contributions toward the cost of operating the NEWTOWNE 20 redevelopment in the form of federal operating subsidies for the public housing units (i.e., those units under the Annual Contributions Contract). HACA will not provide to the Development Partner any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. For purposes of information HUD provides an operating subsidy amount of up to $ 444 PUM (Per Unit Month) for NEWTOWNE 20. Total Project Expense Level is $ 512 for calendar year 2013. The Utility Expense Level is $200 PUM for calendar year 2013. Developer Partners should be aware that in recent years HUD has “pro-rated” the PEL for public housing authorities nationally.

F. Provider of Project-Based Housing Choice Vouchers/Section 8
HACA recognizes the economic benefit of utilizing Project Based Vouchers to leverage private debt financing. As such, the HACA may assign a project based HAP contract to the new community should it be required for financial feasibility, subject to HUD and HACA approval and shall be subject to all the project based voucher requirements, including 24 CFR Part 983.

G. Land Owner
The HACA will remain owner of the land, and will lease the land to an ownership entity organized by the Development Partner (which entity may include HACA at HACA’s option). The lease may be structured to enable the Development Partner to receive Low Income Housing Tax Credits in connection with the project. As owner of the leasehold estate, the Development Partner is principally responsible to ensure that land and infrastructure improvements are being designed and constructed appropriately to satisfy

the NEWTOWNE 20 redevelopment project's long term needs. The HACA shall have responsibility for obtaining any Payment in Lieu of Taxes ("PILOT") Agreements with the City and Annapolis and Anne Arundel County and any related Cooperation Agreements as authorized by law.

H. HACA Relocation

HACA shall review and approve the Development Partner's proposed phasing plan for relocation of residents displaced by redevelopment activities. HACA will be responsible for the implementation of the relocation plan.

I. Demolition and Disposition

HACA shall review and approve the Development Partner's proposed demolition and disposition plan for any public housing units at NEWTOWNE 20. HACA shall be responsible for the submission of demolition and disposition applications to and assist Development Partner with plan approvals from HUD. All units demolished shall be replaced either on-site and/or off-site.

J. Property Management

The HACA currently manages its properties. The HACA expects the Development Partner to propose a property management arrangement that will provide for long-term stable property management for the best interests of the redevelopment, subject to HACA and HUD approval.

K. Asset Management

The HACA will continue to have asset management responsibilities related to the public housing units as well as all other units in which HACA has an ownership interest. The HACA will monitor and enforce the terms of its Lease(s), the Regulatory and Operating Agreement(s) with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements.

L. Supportive Services

The HACA expects that the Development Partner will propose a Community and Supportive Services Plan, which considers and consists of Section 3 and M/WBE program goals and requirements during the master planning, redevelopment and operating phases. . Once complete HACA will support the Development Partner in program implementation with its Pathways to Opportunities program.

M. Monitor Development Partner Compliance with Section 3

The HACA will monitor the Development Partner's plans and efforts for reaching Section 3 goals and objectives. The Development Partner's strategy must be coordinated and integrated with the Property Management and Maintenance Services Branch throughout the development process. Section 3 requirements apply not only to resident employment but also resident small businesses.

N. Facilitation of the NEWTOWNE 20 Steering Committee

The HACA will be responsible for ensuring that the NEWTOWNE 20 Steering Committee continues to understand and advise on all aspects of the development initiative.

VI. Evaluation Criteria, Process and Schedule

Responsive proposals shall be prepared on standard 8½'' x 11'' letter-size paper, single-sided, bound on the long side, and tabs to separate sections. No Respondent materials will be returned. Respondents must submit one (1) bound original and five (5) printed copies.

1. **Physical Program and Approach.** The conceptual design proposal of the Developer and the degree it incorporates sound design principles to create a functionally sustainable community. The manner the Developer would implement the Physical Plan. If the Developer takes issue with any elements of the Development Goals, explain and show why it should be amended. (**20 points**)

Development Goals

- **Mixed income**: Housing for families/individuals with a range of incomes, including public housing eligible, tax credit eligible and workforce/market rate households.
- **One-for-one replacement** of public housing units on and/or off-site.
- **Minimal permanent off-site relocation** of residents.
- **Master Plan**: that includes neighborhood scale design, pedestrian and bicycle-friendly design, community amenities, supportive services which enhance the existing community and strengthens its economic vitality.
- **Economic Development and Opportunities**: Job creation, both short and long term, for local residents and businesses, with a foundation for long-term economic growth of the community.
- **Supportive Service Programs**: Create viable employment opportunities for current public housing residents during the redevelopment process and establish partnerships with local agencies for job training and supportive service program opportunities.
- **Financial Viability**: Efficient use of available funds, and leverage of private investment.
- **Regulatory Compliance**: All redevelopment must be implemented in compliance with all State and Federal (i.e., U. S. Department of Housing and Urban Development) requirements relating to the project.
- **Community participation**: Meaningful and effective communication among public and private entities, including civic organizations, businesses, neighborhood residents, City officials and various other stakeholders.
- **On Schedule**: Timely and efficient development.

Respondent shall provide a narrative outlining their approach for all work as stated in Section IV: Development Partner Responsibilities of this RFP, with graphic representations of the conceptual plan (that includes at minimum: the master site plan, typical building elevations, typical building plans), and vision for the concept of the property described in Section III: Project Expected Outcomes of this RFP. The narrative shall include the number and rationale of development phases proposed to implement the plan, the number of units (total and in each phase), unit bedroom mix, unit sizes and construction and finish materials proposed.

For purposes of this Step II evaluation, the following terms are defined as follows: (1) "Affordable Housing Units" are defined as on-site and off-site housing units where there are affordable housing use restrictions on the unit, i.e. project-based Housing Choice Voucher (Section 8) units, Low Income Housing Tax Credit units, HOME units, affordable homeownership units, etc. (2) "Public Housing" is defined as rental units subject to the Annual Contributions Contract. (3) A "Market Rate" unit is defined as rental or ground lease apartment/townhouse ownership units without income restrictions. The HACA expects to maintain a ground lease on the property.

The proposed unit mix should, at minimum, satisfy the objectives of the RFP. While it is up to the Respondent to determine the unit mix that is appropriate for the site, it is essential that the unit mix include a sufficient amount of public housing rental units. The difference between the number of former public housing units demolished and the number proposed on-site shall be sited at an identified off-site location of which the Respondent must provide evidence of site control (which may include an option to purchase, sales contract, land swap, deed, title or ground lease. If providing an option to purchase, the option must extend for at least 180 days after the submission deadline of the Step 2 proposal). To the extent the sub-market shows there is a demand and it is sustainable, Respondents are encouraged to create additional on-site affordable housing units to be made available for persons eligible for public housing (in the 50% to 80% Area Median Income range). The narrative shall explain how the number of units included with the proposal makes the best use of the available land, optimize its use to allow for a unit mix that provides an optimum number of public housing units and concurrently the number of affordable and/or market units to achieve economic feasibility, how the residential nature of the surrounding community is maintained in the new development, what kinds of strategies are included to induce aesthetic, physical, social and economic improvement to the community, and any other information that may be necessary for review.

A. Proposal will receive up to <u>20 points</u> if, in addition to sufficiently addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate that:

(1) Respondent has proposed a responsive site plan that is compact, pedestrian and bicycle friendly with interconnected network of streets and public open space;

(2) The proposed uses are thoroughly integrated into the community through the use of local architectural and best practices that promote green-building (natural lighting, natural ventilation and use of renewable energy sources), building scale, grouping of buildings, and design elements; and

(3) Respondent's plan proposes appropriate Low Impact Development Techniques and landscaping of the natural environment appropriate to the site's soils and microclimate.

B. Proposal will receive up to 15 points if, in addition to addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate design that adequately addresses one or two, but not all three of the elements in 1.A. above.

C. Proposal will receive 0 points if the proposed design is perfunctory or otherwise does not address any element in 1.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 1. above.

2. **Financial Program.** Approaches the Developer would use to finance the revitalization to achieve an economically feasible and sustainable development. (**15 points**)

Respondents shall discuss how they intend to finance the Newtowne 20 redevelopment, what resources they intend to utilize and secure. Respondents shall provide a pricing proposal, including detailed sources and uses and 15-year operating pro-forma to support the development of the conceptual design, including (a) an Internal Rate of Return, Return on Cost, Return on Equity, Total Profit, Total Developer Equity, Total Development Cost, and Total Developer Fees in one summary form and (b) proposed master plan and predevelopment budgets that delineate the respective costs to be incurred by the Developer and the HACA. All spreadsheets should also be submitted on CD in MS-EXCEL format unlocked and contain fully functional, adaptive formulas.

A. Proposal will receive up to 15 points if, in addition to sufficiently addressing the required information in 2. above, the proposal addresses the following in the Respondent's financing plan:

(1) Fulfills the HACA's development goals;

(2) Is economically feasible in the context of current local market conditions;

(3) If Respondent includes market rate housing uses in its concept plan, Respondent must provide a signed letter from an independent, third party, credentialed market research firm or professional that describes its assessment of the demand and associated pricing structure for the proposed uses based on the market and economic conditions of the sub-market area;

(4) Does not propose to use public housing funds for non-public housing uses;

(5) Includes a completed HUD Total Development Cost/Grant Limitations Worksheet in the proposal and follows the funding restrictions and federal program requirements; and

(6) Includes a completed F-1 Worksheet in the proposal in addition to developer sources and use.

B. Proposal will receive up to 10 points if, in addition to sufficiently addressing the required information in 2. Above, the proposal addresses some but not all of the elements of 2.A. above.

C. Proposals will receive 0 points if the proposal does not address any element of 2.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 2. above.

3. **Project and Property Management**. How the developer would manage the entire redevelopment process including property management. (**10 points**)

A. Proposal will receive up to 10 points if the proposal addresses the following in the Respondent's project management plan.

(1) Describe the Respondent's project plan and procedures to be used in performing the redevelopment and property management services described in the Scope of Work (see Sections IV and V of the RFP). The Respondent shall describe its approach to project organization and management, including the responsibilities of Respondent's management and staff personnel that will perform work in this project. The Respondent shall also describe any work to assist HACA in preparing and submitting to HUD, the mixed finance plan consistent with 24 CFR 941, subpart F;

(2) Provide a realistic project schedule to complete the project, identifying specific key tasks, activities and duration to successfully complete the development goals of the RFP (in MS Project format); and

(3) Organizational chart delineating roles and responsibilities of each team member and personnel.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 3.A. above.

C. Proposal will receive up 0 points if the proposal does not address the elements of 3.A. above.

4. **Fee and Risk Share Proposal.** The degree of risk the developer is willing to assume and the methodology for determining the amount of compensation expected. Such proposal should include a proposed role for HACA as part of the development team with compensation commensurate with its contribution of land, staff and ability to secure local, state and federal funding resources. (**10 points**)

A. Proposal will receive up to 10 points if the proposal includes the following:

A narrative and spreadsheet in MS-EXCEL format which considers the Respondent's financing strategy and details:

(1) Pre-development cost sharing;

(2) Respondent's fee structure during Pre-Development and Development periods

(3) Guarantees HACA can expect from the Respondent; and

(4) Proposed Deferred Fees.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 4.A. above.

C. Proposal will receive 0 points if the proposal does not address the elements of 4.A. above.

5. **Community Participation and Support.** Approaches the developer would use to partner with neighborhood groups to assure continuing and meaningful involvement in the development process and a significant long-term role for the residents; and also approaches for training and hiring residents and utilizing M/WBE. **(5 points)**

Respondents shall describe their plan for meeting compliance with Section 3 federal regulations (12 U.S.C. 1701(u) and 24 CFR part 135).

Respondents shall also provide a Community and Supportive Services (CSS) capital plan to assist residents with achieving self-sufficiency goals. Such plan shall include a description of the CSS approach; a program budget including a detailed narrative for each line item, a description of each funding source and if applicable, a fundraising strategy for external funding not yet secured for the CSS

plan; a description of the role of each implementing partner, including HACA's Pathways To Opportunity and the rationale for selection; and a description of the management, data collection, reporting and tracking activities that will measure progress on the CSS overall outcomes

A. Proposal will receive up to 5 points if the proposal demonstrates that Respondent has a feasible plan that addresses sufficiently the required information in 5. above.

B. Proposal will receive 0 points if the proposal does not address the information required for the criteria submission in 5. above.

Schedule. Step Two – Request for Proposals:

• Technical Submission RFP	October 7, 2013
• Submission of Developer Proposals	Friday, November 15, 2013
• Presentation(s) by Developer(s)	December 9 – December 13, 2013
• Notification of Selected Developer	January 6, 2013
• Complete MOU/ Development Agreement	Late February / Early March 2014

The HACA shall conduct a Pre-Proposal Conference on Wednesday, October 16, 2013 from 10 a.m. to 11 a.m. Eastern Standard Time (EST) and a site inspection at approximately 11:30 a.m. EST. **The HACA strongly encourages all parties intending to submit a response to this Step 2 RFP attend.**

Responses Due

Response to this Step 2 RFP: Proposals (one (1) bound original and 5 copies) are due no later than 1:00 PM, EST on Friday, November 15, 2013, and should be sealed and addressed as follows:

Mr. Vincent O. Leggett, Executive Director
Housing Authority City of Annapolis
1217 Madison Street
Annapolis, MD 21403-2203
Attn: Newtowne 20, Step 2 RFP Proposals

The above stated deadline is firm as to date and hour. The HACA will treat as ineligible for consideration any submission that is received after that deadline. Upon receipt of each proposal, HACA will date and time stamp it to evidence timely or late receipt, and upon request, provide the developers with an acknowledgment of receipt. Faxed or emailed

submissions will not be accepted. All submissions become the property of HACA and will not be returned.

VII. Terms and Conditions (see RFQ Step I: Section VIII)

ADDENDUM

ADDENDUM NO. 1 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

The due date for submission of responses to the subject solicitation is extended from December 13, 2013 to **Friday, January 31, 2014.** The time of day for submission remains at 1PM EST. Similarly, the due date for submission of questions is extended to Friday, December 10, 2013.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 1

_____
Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

ADDENDUM

ADDENDUM NO. 2 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

Based upon clarification of the of Newtowne 20 site acreage (6.45 acres), its current zoning classification (R-3) and the density permitted per acre (12.1 units per acre) the maximum density allowed by right is seventy-eight (78) units. According to the City of Annapolis Department of Planning and Zoning (see attached) there is permitted a 10% bonus in density subject to the inclusion of affordable housing. This translates into the addition of seven (7) affordable units allowing for a total of eighty-five (85) units. Therefore, solicitation proposals are now required to include no more than 85 units.

In addition, HACA intends to explore the feasibility and potential success of achieving a zoning reclassification of R-4 for the Newtowne 20 site. Should respondents elect to do so HACA encourages the submission of an ADD ALTERNATE PROPOSAL which contemplates the Newtowne 20 site under R-4 zoning. R-4 allows for 25 units per acre and therefore a maximum density up to 161 units. Failure to submit an ADD ALTERNATE PROPOSAL will not prejudice the evaluation of a submission. Should a determination be made to pursue zoning reclassification prior to or after the amended submission due date (see ADDENDUM No. 1), this RFP Step II evaluation and selection schedule may change.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 2

_____

Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

TAB 20 - PROPOSED REDEVELOPMENT

NEWTOWNE-TWENTY
DEMOGRAPHIC SUMMARY
DECEMBER 17 2013

Property Data:	
Total Number of Units	**78 Units**
3-bedrooms	**78**
Square Footage- Side Walk	**16,080**
Square Footage-Parking Lot	**32,640**
Acreage	**5.06**
Year Built	**1971**
Age	**43 years old**
Number of Buildings	**26**
Laundry Room	**1**
Community Room	**1**
Utilities	**Excess Utilities**
Occupancy and Vacancy Status:	
Exempt for Modernization	**11**
Occupied	**61**
Vacant-Make Ready	**6**
Total	**78**

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS
TAB 21 – SECTION 7.0 b
DEMOLITION AND/OR DISPOSITION

The Housing Authority of the City of Annapolis will prepare a Demolition and Disposition Application for its Newtowne-Twenty Property. Listed below is the Request for Proposal and Site Demographics.

I. Background

The Housing Authority City of Annapolis (HACA) is issuing a Request for Proposals for qualified firms (selected in RFQ Step 1) for redevelopment of the federally-subsidized public housing project known as Newtowne 20, located at Newtowne Drive and Betsy Court in Annapolis, Maryland 21401.

The 5.06-acre project will be redeveloped to improve the quality of life of the property's current and future residents and to encourage a better sense of community at Newtowne 20 with the surrounding neighborhood. Proposed redevelopment shall introduce physical designs, unit configurations and sustainable building materials that indistinguishably integrate public housing into the new community. Proposed development should be complementary to new and recent redevelopment of the surrounding community.

Newtowne 20 is a multifamily property sited on a 5.06-acre parcel. It consists of 78 apartment units in nine (9) two-story buildings with basements. All units are 3BR/ 1BA unit configurations. There is also a single story community center building of approximately 2,000 sf. Construction of the property was completed in 1971. The property is zoned R-3. Additional density is permitted as matter of right. The property has significant deferred maintenance issues. Currently, eleven (11) units are verified vacant in need of substantial rehab.

The Physical Needs Assessment (PNA) completed in October 2012 estimates that $4.4 million in repair and renovation work is needed to upgrade and revitalize Newtowne 20. The PNA will be made available to those developers selected in RFQ Step 1, intending to respond to this Step 2 RFP. In the current economic outlook, there are not adequate State or Federal funds available to upgrade the project. It is believed a mixed-income/mixed-finance approach will provide the additional capital necessary to redevelop the property to better meet the housing needs of our residents, meet the goals of HACA for the project and maintain the record of success realized in other HACA public/private partnerships.

II. Description of Project, Neighborhood and Management

A. Property Description: Newtowne 20 (MD001000005). The property consists of 78-units: 3-Bedroom/ 1-Bath apartments occupying nine (9) low rise 2 and 3-story building structures. Total 5.06 acres.

Property Disposition:	The HACA anticipates providing a long-term property ground-lease to the selected development team.
Development Program:	Respondents shall assume responsibility for demolition of existing structures and new construction**.** Development must result in a new affordable or mixed-income family and/or senior community; including one-for-one replacement of public housing units (on and/or off-site) and on-site non-residential facilities.
Development Entities:	Developers may be non-profit (including faith-based) or for-profit entities, for development and ownership purposes. The HACA will retain ownership of the land.

B. NEWTOWNE 20 Neighborhood Area

The immediate community surrounding NEWTOWNE 20 is a multifamily residential neighborhood with one means of ingress and egress from Forest Drive. Leading from Forest Drive is Newtowne Drive which provides vehicular transport to The Glen (a townhome-owner community), Woodside (a project-based HAP subsidized multi-family) and terminates at Newtowne 20. The neighborhood is serviced by Georgetown East Elementary School, Annapolis Middle School, Annapolis High School and Annapolis Area Public Library. The community is next door to a strip retail center anchored by Safeway and is located minutes from downtown Annapolis and includes nearby exits onto Aris T. Allen Highway, allowing easy access to the city's other commercial/ retail areas and Route 50.

Newtown 20 is also located adjacent to the 110-acre planned Crystal Spring Continuing Care Retirement Community (CCRC) sponsored by the National Lutheran Communities & Services and developed by Affirmative Hillpoint, LLC. The planned community will also include market family housing and neighborhood serving commercial/retail space.

C. Oversight

To guide this process of redevelopment, the HACA plans to establish a Redevelopment Steering Committee. The purpose of the NEWTOWNE 20 Redevelopment Steering Committee is to:

- Advise the HACA on the overall direction and implementation of the Revitalization Project;

- Recommend programs and comment on schedules for the Project;
- Conduct regular information sharing meetings in and for the greater community; and
- Receive for comment financial information on the project.

The composition of the Steering Committee, while not finalized, is envisioned to include representatives of HACA, City of Annapolis, Newtowne 20 residents and neighborhood stakeholders.

D. Project Management

Day to day oversight and project management pursuant to terms of the Development Agreement (anticipated to result from this solicitation process) shall be provided by staff and/or consultants of the HACA and/or its designated representative. However, it is emphasized that frequent interaction and collaboration will be required between the successful developer and various HACA development partners, including the NEWTOWNE 20 Redevelopment Steering Committee and the HACA Board of Directors.

III. Project Expected Outcomes

A. Mixed Income

The NEWTOWNE 20 redevelopment program may include a mix of incomes, replacement of public housing units, affordable tax credit units and workforce/market rate units. The program proposed shall include one-for-one replacement, either on-site or off-site, of former public housing units demolished. The residents of the public housing units should be programmed at incomes of 30% percent of the Area Median Income or less. Renters of the tax credit units should be programmed at incomes of 60% of AMI or less and workforce/market rate units will not be restricted as to income, but the overall housing is expected to achieve a seamless blend of rent distribution by unit and ownership type, location, and design.

B. Community Design

Newtowne 20 currently consists of 78 apartments occupying nine (9) low-rise building structures. The scope of work shall include, but not be limited to:

1. Demolition of current structures and improvements.
2. New reconfigured above and below grade site work and improvements.
3. Design and implementation of a sustainable landscape plan;
4. Potentially creating amenities for the greater NEWTOWNE 20 community;
5. Meeting architectural standards in conformance to City of Annapolis and HACA standards ;
6. Developing and implement a technology plan;

7. Developing public open space amenities;
8. Addressing security issues;
9. Utilizing green building techniques and materials;
10. Utilizing local contractors or builders;
11. Consulting with, and gather input from community; and
12. Designing and Managing Construction - Developer to manage design financing and construction approvals and implementation of all components of the project.

C. Economic Development and Opportunities

The NEWTOWNE 20 redevelopment is intended to generate economic opportunities for low income individuals and Minority/ Women Business Enterprises (M/WBE). These opportunities must be quantifiable in terms of dollars and number and types of contracts. A second goal is to create an infrastructure for economic sustainability of the community. This second goal must be tied to the development and implementation of technology infrastructure, education, training, and supportive services for the NEWTOWNE 20 project site or HACA public housing residents at-large

Under HUD's Section 3 regulations, the HACA's developers, builders, and contractors shall, to the greatest extent feasible, provide employment and training to low-income persons and contracting opportunities to Section 3 businesses. This includes a special emphasis on persons receiving HUD housing assistance. Please refer to implementing regulations at 24 CFR Part 135. The selected developer shall prepare a "Section 3 Plan". The plan consists of projections of employment and training opportunities for Section 3 residents, as well as contracting opportunities for Section 3 certified businesses and the approaches to achieve both.

Housing construction for the NEWTOWNE 20 redevelopment shall be required to be in compliance with the provisions of the Davis-Bacon Act. The Developer and builders, or their subcontractors, will be required to document their payment of wages to workers employed directly at the development site at no less than the local prevailing wages and fringe benefits for similar projects.

D. Wages and Labor Law Compliance.

Wages under HACA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al, by the United States Department of Labor or by HUD. The Development Partner and its general contractor shall be expected to execute a written affirmation of its compliance with Davis-Bacon compliance matters and ensure all subcontractors are fully compliant with Davis-Bacon wage requirements. Development Partner and its general contractor shall incorporate this requirement in all subcontractor agreements to ensure compliance.

The application of Maryland State wage and labor rates are governed by HUD Form-5370, under Section 47, Non-Federal Prevailing Wage Rates (attached).

E. Financial Viability

It is understood that any redevelopment plans for NEWTOWNE 20 will require a mixed finance approach where various funding sources are layered together to achieve financial feasibility. The HACA acknowledges that significant subsidies maybe required to redevelop NEWTOWNE 20 and will support the selected developer in obtaining private and public financing.

Responsive proposals should identify the sources of funds required for the development, as well as provide a projected 15-year cash flow of the project for the Step 2 RFP technical submission. Proposals may include a mix of private resources, State and Federal tax credits, federal funding, federal housing subsidies, bond financing, state housing funds, on-site and off-site commercial loans and developer equity. The proposal shall indicate the interim financing structure for the project as well as the long term financing arrangements. To the extent public and private financing are used as part of the financing package, the proposal shall indicate how the developer will secure these monies.

F. Development Goals

The HACA's primary goal is to upgrade and improve NEWTOWNE 20 through the redevelopment of existing site and structures and:

1. Establish a mixed income community;
2. Provide one-for-one replacement of public housing units on-site and off-site;
3. Minimize permanent off-site relocation of residents, through effective planning and scheduling of the project; and
4. Meet energy efficient requirements as set forth in the State of Maryland's and the City of Annapolis most recent building codes.

G. Regulatory Compliance

Prior to the start of construction of the NEWTOWNE 20 redevelopment, the proposed development plan must be presented to and approved by HUD in the form of a Mixed-Finance Proposal, in compliance with HUD's mixed-finance development rules and safe-harbor standards, Federal and State funding regulations. Project implementation will be closely monitored by HACA and HUD, who will require routine reporting on the development phase, including current financial, production, and sales updates. The selected developer will be responsible, at a minimum, for the following administrative goals:

1. The selected developer shall be solely responsible for adequate communication to its staff regarding Contract terms and conditions.

2. The selected developer shall maintain its own written policies that, at a minimum, address the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing; and
f. Americans with Disabilities Act.

The selected developer shall maintain evidence that all staff is informed of its requirements and their agreement to comply with said policies. The selected developer shall be solely responsible for the conduct of its employees and for their compliance with its administrative policies.

Unless otherwise indicated 24 CFR 85.36 applies and shall be satisfied upon the procurement of a Master Planning and Development Team in that HUD or other Federal funds are used in either the development or operations of the public housing project. If public and private funds are expended on development activities 24 CFR 85.36 applies. 24 CFR 85.36 does not apply to activities which are solely funded by the expenditure of non-HUD or non-Federal funds.

H. Relocation.

Temporary relocation of current NEWTOWNE 20 residents will be designed to minimize the impact on the current residents. As required, the developer will be charged with developing a relocation phasing strategy with cooperation and approval of HACA to move residents to decent, safe and sanitary housing for the duration of the redevelopment. HACA shall be responsible for implementation of the relocation strategy. Developers may also consider a phased relocation method which would require only relocating residents living in units undergoing redevelopment at the time. The respondent needs to define the plans for relocation in the technical submission.

Residents' Right to Return. Current Newtowne 20 residents in good standing as of the date of issuance of the 90-day notice to relocate will have the right to return to the NEWTOWNE 20 redevelopment when construction is completed. HACA may ask that a committee composed of residents assist in the establishment of criteria for returning residents to promote a healthy new community.

I. Community Participation

Throughout the NEWTOWNE 20 redevelopment planning process and implementation, there must be meaningful and effective communication among public and private entities, including civic organizations, businesses, schools, neighborhood residents, neighborhood boards, government officials and various other stakeholders.

J. On Schedule

The successful developer must demonstrate the capacity to meet or exceed the established deadline once it is determined, and provide a development schedule and the necessary documents to obtain HUD's approval for an acceptable time line.

IV. Development Partner Responsibilities

Throughout the redevelopment of the NEWTOWNE 20 community the Development Partner will work closely with the HACA staff, the residents of NEWTOWNE 20, the HACA's consultants, the City of Annapolis and the NEWTOWNE 20 Steering Committee. The Development Partner will be responsible for ensuring that the Final Master Plan is approvable, financially feasible and implementable. The Final Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the Revitalization Plan is to maximize the variety of all types of housing units, rental and/or for-sale, and to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those available to other income groups.

A. General:

1. Oversee and Implement Redevelopment Efforts at NEWTOWNE 20
   Provide the necessary staffing, expertise, supervision and guarantees to fully and expeditiously implement all aspects of the redevelopment as required by the Agreement.

2. Comply with all Applicable Federal, State and Local Rules and Regulations
   Remain compliant with all applicable Federal, State and local rules and regulations applying to the HUD mixed income/mixed-finance transactions, and all activities required by the Agreement.

3. Debarment
   The Development Partner must provide evidence that it, its principal partners and any subcontractor are not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

4. MBE/WBE and Local Preference Opportunities
   The use of federal and state programs requires the Authority to require its contractor(s) to solicit bids from and use minority firms and women's business enterprises ("M/WBEs") whenever possible. The Development Partner will take all necessary affirmative steps to assure that M/WBEs are used when possible.

5. Section 3
   The Development Partner will be expected to develop a strategy for fostering resident employment and small businesses during the redevelopment process. This strategy shall be coordinated and integrated with the HACA throughout the development process.

6. Hire and Manage Consultants and Contractors Necessary to Implement the Project

Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the NEWTOWNE 20 redevelopment project according to the Master Plan and Agreement. At a minimum, the Development Partner's team will need to include consultants appropriate to cover the environmental review; market analysis; geo-technical studies; civil, mechanical and electrical engineering; and any other activities deemed necessary by the Development Partner and the HACA.

7. Maintain Communication Regarding Project Progress with the HACA, HUD and the Residents

The HACA will establish a regular schedule of Team Meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to HACA, in such formats and media as HACA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc. Finally, on a quarterly basis, the Development Partner will provide HACA the appropriate information in the format required by HACA and/or HUD. The Development Partner will set-up and maintain adequate system support for this endeavor.

8. Develop and Maintain Quality Control Measures

The Development Partner is responsible for ensuring the project as defined in the Agreement is constructed and managed with the highest quality materials appropriate to the project and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.

9. Develop and Maintain a Detailed Development Schedule and Critical Path Schedule

Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.

10. Foster Resident Involvement in Project Implementation

Facilitate and foster the involvement of public housing residents in the implementation of the redevelopment program. In cooperation with HACA, keep residents informed of the status of the redevelopment, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.

11. Assist in Providing Community and Supportive Services

The Development Partner will be responsible to assist in the provision and coordination of those services with HACA's Pathways to Opportunities programs.

The HACA will look to the Development Partner to identify additional funding sources that will contribute to the success of the Community and Supportive Services, and expects the Development Partner to leverage other funds for this use.

12. Collaborate with HACA Staff
Propose methods that allow for capacity building opportunities for the HACA staff during the predevelopment and development phases, and during management and operation of each phase.

13. Be Responsive to Local Community, Neighborhood, and City, State, and Federal Interests
Promote and maintain good relations with neighborhood groups and federal, state and local governments.

B. Pre-Development:

1. Prepare a Market Analysis Addressing the Residential Components of the Master Plan
In order to finalize the overall development program, prepare a market analysis that will, among other things, a) assist in determining the proper mix of rental vs. lease-to-purchase homeownership units (if any), subsidized vs. market rate units; and b) assist in determining the proper mix of residential and other non-residential uses; and (c) confirm that proposed rents (both residential and commercial) and housing prices are supportable in the local market.

2. Prepare Final Master Plan
In consultation with the HACA, NEWTOWNE 20 and neighborhood residents, the City of Annapolis and other interested stakeholders prepare a detailed final Master Plan that supports the program goals and feasibly achieves the unit counts envisioned in the award and approved by HACA and HUD. Incorporate into the Master Plan all feasible Low Impact Development methods and practices, including pedestrian and bicycle-friendly design.

3. Consider developing a Homeownership Plan
Subject to use of federal funds and in cooperation with the HACA, if feasible, consider providing lease-to-purchase homeownership opportunities to public and non-public housing residents.

4. Obtain Environmental Clearances
In collaboration with the HACA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies, pursuant to SEPA, NEPA and HUD regulations. Development partners should note that projects may be subject to supplementary environmental analyses and reviews, with potentially significant timing and/or budget ramifications.

5. Plans and Specifications
The Development Partner shall be responsible for the preparation of the building plans and specifications.

6. Relocation
Development Partner will assume responsibility with cooperation of HACA for the relocation phasing strategy of residents displaced by redevelopment activities, subject to HACA approval.

C. Financing:

1. Produce an Overall Financing Plan
Produce a feasible financing plan for the overall redevelopment project. The overall financing plan will be developed in consideration with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan must demonstrate a sensitivity and approach in using Capital Grant funds (subject to availability) in the most efficient manner and maximizing leverage of the Capital Grant funds to the greatest extent possible.

2. Prepare the Mixed-Finance Proposal
At the direction of HACA the Development Partner shall take responsibility in the preparation of the Mixed-Finance Proposal ("MFP") and the development of certain associated evidentiary materials for submission to HUD. Where the HACA has primary responsibility and the lead role for the MFP and evidentiary submission to HUD, the Development Partner shall be responsible for drafting any portions as directed by HACA, and for obtaining evidentiaries from third parties as directed by HACA.

3. Financing Application(s)
Per the Agreement and in a timely fashion, the Development Partner will be required to prepare and pursue all financing applications, including, but not limited to, tax credits, tax-exempt bonds, state and local funds, and private debt. Development Partner shall assist and support the HACA with the preparation of any federal, state or private grant applications.

4. Maximize the Leveraging of Public and Private Resources
Per the Agreement, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by the HACA.

5. Obtain Equity Investment
Using an open competition among a variety of syndicators or investors, obtain equity investment on the best terms currently available as required by the Agreement. The HACA will require a competitive syndication process using evaluation criteria agreed to by both the HACA and the Development Partner. Moreover, the HACA will reserve the right to review investor submissions and to approve the final investor selection.

6. Guarantees
In accordance with the Agreement, provide all guarantees required for the successful financing of the project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees. HACA will require that the Development Partner demonstrate financial capacity to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.

7. Operating Feasibility
As required in the Agreement, the Development Partner shall structure such reserves and other resources as will reasonably guarantee the long-term operating feasibility of the rental development, utilizing no more public housing subsidy than currently is allocated or which the HACA can expect to receive based on the number of ACC units in the Development Partner's proposal.

8. Accounting/Financing
As provided for in the Agreement, maintain accounting records and ensure project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction

1. Hire Qualified General Contractors and Oversee Construction Activities
As provided for in the Agreement, the Development Partner will create and implement a process for selecting the most qualified General Contractor. HACA shall retain the right to review and approve proposed General Contractors. During construction, the Development Partner shall provide oversight of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.

2. Facilitate Necessary Site Improvements, Demolition and Disposition
Subject to HACA's approval, the Development Partner may assume primary responsibility for the demolition and disposition of any public housing units at NEWTOWNE 20. Pursuant to the Agreement, the Development Partner shall initiate and complete site work and infrastructure construction.

3. Implement Development Program

In accordance with the Agreement and the final Master Plan approved by HACA, the Development Partner will develop all improvements associated with the development program, including multi-family and single-family units and/or community facilities.

4. Insurance and Real Estate Taxes
Except as provided in above, and where appropriate, the Development Partner shall cooperate with HACA to obtain and maintain exemption from real property and sales taxes associated with the affordable and public housing units. According to the terms of the Agreement, the Development Partner shall obtain and maintain necessary and appropriate amounts of insurance during predevelopment and development.

E. Ownership and Asset Management:

1. Organize Ownership Entity
Upon completion of the Master Plan and its approval by HACA, the selected Development Partner will be expected to develop and participate in the ownership structure of and management of the property. Where a Limited Partnership or Limited Liability Corporation is formed, the HACA or an affiliate may participate in that structure.

2. Ensure the Short- and Long-Term Viability of the Redeveloped Projects
The Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short- and long-term viability of the sites redeveloped in accordance with the Agreement.

3. Select and Manage a Property Management Firm for the Rental Units
The HACA expects the Development Partner to assume the property management operation of the redeveloped NEWTOWNE 20 and be responsible for the operations, maintenance and compliance with Local, State and Federal affordable housing standards.

4. Market and Lease-up the Multi-family Rental Units
The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

5. Market and Sell the Lease-to-Purchase and Homeownership Units (if any)
The Development Partner shall develop and implement a marketing and sales plan in accordance with applicable local, state and HUD regulations.

V. Housing Authority City of Annapolis Responsibilities

The HACA shall be responsible for the following:

A. Lease of land
Lease the subject land under a long term ground lease that would require the project to be operated as affordable housing long term.

B. Public/private partnership
Form a public/private partnership with the selected development team, if applicable.

C. Development Agreement (DA)
Enter into a Development Agreement (DA) with the selected developer. The DA will provide for specific goals and timing to be met and will include a detailed scope of work, schedule and affordability levels agreed upon.

D. Provider of Capital Grant Funds
HACA may make a limited amount of Capital Grant funds available to the NEWTOWNE 20 redevelopment, subject to HACA Board approval and future capital funding from HUD. HACA will work with the Development Partner to achieve the maximum leverage of Capital Grant funds.

E. Provider of Operating Subsidies
HACA will make financial contributions toward the cost of operating the NEWTOWNE 20 redevelopment in the form of federal operating subsidies for the public housing units (i.e., those units under the Annual Contributions Contract). HACA will not provide to the Development Partner any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. For purposes of information HUD provides an operating subsidy amount of up to $ 444 PUM (Per Unit Month) for NEWTOWNE 20. Total Project Expense Level is $ 512 for calendar year 2013. The Utility Expense Level is $200 PUM for calendar year 2013. Developer Partners should be aware that in recent years HUD has “pro-rated” the PEL for public housing authorities nationally.

F. Provider of Project-Based Housing Choice Vouchers/Section 8
HACA recognizes the economic benefit of utilizing Project Based Vouchers to leverage private debt financing. As such, the HACA may assign a project based HAP contract to the new community should it be required for financial feasibility, subject to HUD and HACA approval and shall be subject to all the project based voucher requirements, including 24 CFR Part 983.

G. Land Owner
The HACA will remain owner of the land, and will lease the land to an ownership entity organized by the Development Partner (which entity may include HACA at HACA’s option). The lease may be structured to enable the Development Partner to receive Low Income Housing Tax Credits in connection with the project. As owner of the leasehold estate, the Development Partner is principally responsible to ensure that land and infrastructure improvements are being designed and constructed appropriately to satisfy

the NEWTOWNE 20 redevelopment project's long term needs. The HACA shall have responsibility for obtaining any Payment in Lieu of Taxes ("PILOT") Agreements with the City and Annapolis and Anne Arundel County and any related Cooperation Agreements as authorized by law.

H. HACA Relocation

HACA shall review and approve the Development Partner's proposed phasing plan for relocation of residents displaced by redevelopment activities. HACA will be responsible for the implementation of the relocation plan.

I. Demolition and Disposition

HACA shall review and approve the Development Partner's proposed demolition and disposition plan for any public housing units at NEWTOWNE 20. HACA shall be responsible for the submission of demolition and disposition applications to and assist Development Partner with plan approvals from HUD. All units demolished shall be replaced either on-site and/or off-site.

J. Property Management

The HACA currently manages its properties. The HACA expects the Development Partner to propose a property management arrangement that will provide for long-term stable property management for the best interests of the redevelopment, subject to HACA and HUD approval.

K. Asset Management

The HACA will continue to have asset management responsibilities related to the public housing units as well as all other units in which HACA has an ownership interest. The HACA will monitor and enforce the terms of its Lease(s), the Regulatory and Operating Agreement(s) with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements.

L. Supportive Services

The HACA expects that the Development Partner will propose a Community and Supportive Services Plan, which considers and consists of Section 3 and M/WBE program goals and requirements during the master planning, redevelopment and operating phases. . Once complete HACA will support the Development Partner in program implementation with its Pathways to Opportunities program.

M. Monitor Development Partner Compliance with Section 3

The HACA will monitor the Development Partner's plans and efforts for reaching Section 3 goals and objectives. The Development Partner's strategy must be coordinated and integrated with the Property Management and Maintenance Services Branch throughout the development process. Section 3 requirements apply not only to resident employment but also resident small businesses.

N. Facilitation of the NEWTOWNE 20 Steering Committee

The HACA will be responsible for ensuring that the NEWTOWNE 20 Steering Committee continues to understand and advise on all aspects of the development initiative.

VI. Evaluation Criteria, Process and Schedule

Responsive proposals shall be prepared on standard 8½'' x 11'' letter-size paper, single-sided, bound on the long side, and tabs to separate sections. No Respondent materials will be returned. Respondents must submit one (1) bound original and five (5) printed copies.

1. **Physical Program and Approach.** The conceptual design proposal of the Developer and the degree it incorporates sound design principles to create a functionally sustainable community. The manner the Developer would implement the Physical Plan. If the Developer takes issue with any elements of the Development Goals, explain and show why it should be amended. (**20 points**)

Development Goals

- **Mixed income**: Housing for families/individuals with a range of incomes, including public housing eligible, tax credit eligible and workforce/market rate households.
- **One-for-one replacement** of public housing units on and/or off-site.
- **Minimal permanent off-site relocation** of residents.
- **Master Plan**: that includes neighborhood scale design, pedestrian and bicycle-friendly design, community amenities, supportive services which enhance the existing community and strengthens its economic vitality.
- **Economic Development and Opportunities**: Job creation, both short and long term, for local residents and businesses, with a foundation for long-term economic growth of the community.
- **Supportive Service Programs**: Create viable employment opportunities for current public housing residents during the redevelopment process and establish partnerships with local agencies for job training and supportive service program opportunities.
- **Financial Viability**: Efficient use of available funds, and leverage of private investment.
- **Regulatory Compliance**: All redevelopment must be implemented in compliance with all State and Federal (i.e., U. S. Department of Housing and Urban Development) requirements relating to the project.
- **Community participation**: Meaningful and effective communication among public and private entities, including civic organizations, businesses, neighborhood residents, City officials and various other stakeholders.
- **On Schedule**: Timely and efficient development.

Respondent shall provide a narrative outlining their approach for all work as stated in Section IV: Development Partner Responsibilities of this RFP, with graphic representations of the conceptual plan (that includes at minimum: the master site plan, typical building elevations, typical building plans), and vision for the concept of the property described in Section III: Project Expected Outcomes of this RFP. The narrative shall include the number and rationale of development phases proposed to implement the plan, the number of units (total and in each phase), unit bedroom mix, unit sizes and construction and finish materials proposed.

For purposes of this Step II evaluation, the following terms are defined as follows: (1) "Affordable Housing Units" are defined as on-site and off-site housing units where there are affordable housing use restrictions on the unit, i.e. project-based Housing Choice Voucher (Section 8) units, Low Income Housing Tax Credit units, HOME units, affordable homeownership units, etc. (2) "Public Housing" is defined as rental units subject to the Annual Contributions Contract. (3) A "Market Rate" unit is defined as rental or ground lease apartment/townhouse ownership units without income restrictions. The HACA expects to maintain a ground lease on the property.

The proposed unit mix should, at minimum, satisfy the objectives of the RFP. While it is up to the Respondent to determine the unit mix that is appropriate for the site, it is essential that the unit mix include a sufficient amount of public housing rental units. The difference between the number of former public housing units demolished and the number proposed on-site shall be sited at an identified off-site location of which the Respondent must provide evidence of site control (which may include an option to purchase, sales contract, land swap, deed, title or ground lease. If providing an option to purchase, the option must extend for at least 180 days after the submission deadline of the Step 2 proposal). To the extent the sub-market shows there is a demand and it is sustainable, Respondents are encouraged to create additional on-site affordable housing units to be made available for persons eligible for public housing (in the 50% to 80% Area Median Income range). The narrative shall explain how the number of units included with the proposal makes the best use of the available land, optimize its use to allow for a unit mix that provides an optimum number of public housing units and concurrently the number of affordable and/or market units to achieve economic feasibility, how the residential nature of the surrounding community is maintained in the new development, what kinds of strategies are included to induce aesthetic, physical, social and economic improvement to the community, and any other information that may be necessary for review.

A. Proposal will receive up to <u>20 points</u> if, in addition to sufficiently addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate that:

(1) Respondent has proposed a responsive site plan that is compact, pedestrian and bicycle friendly with interconnected network of streets and public open space;

(2) The proposed uses are thoroughly integrated into the community through the use of local architectural and best practices that promote green-building (natural lighting, natural ventilation and use of renewable energy sources), building scale, grouping of buildings, and design elements; and

(3) Respondent's plan proposes appropriate Low Impact Development Techniques and landscaping of the natural environment appropriate to the site's soils and microclimate.

B. Proposal will receive up to 15 points if, in addition to addressing the required information in 1. above, the proposed site plan, dwelling units and buildings demonstrate design that adequately addresses one or two, but not all three of the elements in 1.A. above.

C. Proposal will receive 0 points if the proposed design is perfunctory or otherwise does not address any element in 1.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 1. above.

2. **Financial Program.** Approaches the Developer would use to finance the revitalization to achieve an economically feasible and sustainable development. (**15 points**)

Respondents shall discuss how they intend to finance the Newtowne 20 redevelopment, what resources they intend to utilize and secure. Respondents shall provide a pricing proposal, including detailed sources and uses and 15-year operating pro-forma to support the development of the conceptual design, including (a) an Internal Rate of Return, Return on Cost, Return on Equity, Total Profit, Total Developer Equity, Total Development Cost, and Total Developer Fees in one summary form and (b) proposed master plan and predevelopment budgets that delineate the respective costs to be incurred by the Developer and the HACA. All spreadsheets should also be submitted on CD in MS-EXCEL format unlocked and contain fully functional, adaptive formulas.

A. Proposal will receive up to 15 points if, in addition to sufficiently addressing the required information in 2. above, the proposal addresses the following in the Respondent's financing plan:

(1) Fulfills the HACA's development goals;

(2) Is economically feasible in the context of current local market conditions;

(3) If Respondent includes market rate housing uses in its concept plan, Respondent must provide a signed letter from an independent, third party, credentialed market research firm or professional that describes its assessment of the demand and associated pricing structure for the proposed uses based on the market and economic conditions of the sub-market area;

(4) Does not propose to use public housing funds for non-public housing uses;

(5) Includes a completed HUD Total Development Cost/Grant Limitations Worksheet in the proposal and follows the funding restrictions and federal program requirements; and

(6) Includes a completed F-1 Worksheet in the proposal in addition to developer sources and use.

B. Proposal will receive up to 10 points if, in addition to sufficiently addressing the required information in 2. Above, the proposal addresses some but not all of the elements of 2.A. above.

C. Proposals will receive 0 points if the proposal does not address any element of 2.A. above. Proposal will also receive zero points if the proposal does not address the information required for the criteria submission in 2. above.

3. **Project and Property Management**. How the developer would manage the entire redevelopment process including property management. (**10 points**)

A. Proposal will receive up to 10 points if the proposal addresses the following in the Respondent's project management plan.

(1) Describe the Respondent's project plan and procedures to be used in performing the redevelopment and property management services described in the Scope of Work (see Sections IV and V of the RFP). The Respondent shall describe its approach to project organization and management, including the responsibilities of Respondent's management and staff personnel that will perform work in this project. The Respondent shall also describe any work to assist HACA in preparing and submitting to HUD, the mixed finance plan consistent with 24 CFR 941, subpart F;

(2) Provide a realistic project schedule to complete the project, identifying specific key tasks, activities and duration to successfully complete the development goals of the RFP (in MS Project format); and

(3) Organizational chart delineating roles and responsibilities of each team member and personnel.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 3.A. above.

C. Proposal will receive up 0 points if the proposal does not address the elements of 3.A. above.

4. **Fee and Risk Share Proposal.** The degree of risk the developer is willing to assume and the methodology for determining the amount of compensation expected. Such proposal should include a proposed role for HACA as part of the development team with compensation commensurate with its contribution of land, staff and ability to secure local, state and federal funding resources. (**10 points**)

A. Proposal will receive up to 10 points if the proposal includes the following:

A narrative and spreadsheet in MS-EXCEL format which considers the Respondent's financing strategy and details:

(1) Pre-development cost sharing;

(2) Respondent's fee structure during Pre-Development and Development periods

(3) Guarantees HACA can expect from the Respondent; and

(4) Proposed Deferred Fees.

B. Proposal will receive up to 7 points if the proposal addresses some but not all of the elements of 4.A. above.

C. Proposal will receive 0 points if the proposal does not address the elements of 4.A. above.

5. **Community Participation and Support.** Approaches the developer would use to partner with neighborhood groups to assure continuing and meaningful involvement in the development process and a significant long-term role for the residents; and also approaches for training and hiring residents and utilizing M/WBE. **(5 points)**

Respondents shall describe their plan for meeting compliance with Section 3 federal regulations (12 U.S.C. 1701(u) and 24 CFR part 135).

Respondents shall also provide a Community and Supportive Services (CSS) capital plan to assist residents with achieving self-sufficiency goals. Such plan shall include a description of the CSS approach; a program budget including a detailed narrative for each line item, a description of each funding source and if applicable, a fundraising strategy for external funding not yet secured for the CSS

plan; a description of the role of each implementing partner, including HACA's Pathways To Opportunity and the rationale for selection; and a description of the management, data collection, reporting and tracking activities that will measure progress on the CSS overall outcomes

A. Proposal will receive up to 5 points if the proposal demonstrates that Respondent has a feasible plan that addresses sufficiently the required information in 5. above.

B. Proposal will receive 0 points if the proposal does not address the information required for the criteria submission in 5. above.

Schedule. Step Two – Request for Proposals:

• Technical Submission RFP	October 7, 2013
• Submission of Developer Proposals	Friday, November 15, 2013
• Presentation(s) by Developer(s)	December 9 – December 13, 2013
• Notification of Selected Developer	January 6, 2013
• Complete MOU/ Development Agreement	Late February / Early March 2014

The HACA shall conduct a Pre-Proposal Conference on Wednesday, October 16, 2013 from 10 a.m. to 11 a.m. Eastern Standard Time (EST) and a site inspection at approximately 11:30 a.m. EST. **The HACA strongly encourages all parties intending to submit a response to this Step 2 RFP attend.**

Responses Due

Response to this Step 2 RFP: Proposals (one (1) bound original and 5 copies) are due no later than 1:00 PM, EST on Friday, November 15, 2013, and should be sealed and addressed as follows:

Mr. Vincent O. Leggett, Executive Director
Housing Authority City of Annapolis
1217 Madison Street
Annapolis, MD 21403-2203
Attn: Newtowne 20, Step 2 RFP Proposals

The above stated deadline is firm as to date and hour. The HACA will treat as ineligible for consideration any submission that is received after that deadline. Upon receipt of each proposal, HACA will date and time stamp it to evidence timely or late receipt, and upon request, provide the developers with an acknowledgment of receipt. Faxed or emailed

submissions will not be accepted. All submissions become the property of HACA and will not be returned.

VII. Terms and Conditions (see RFQ Step I: Section VIII)

ADDENDUM

ADDENDUM NO. 1 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

The due date for submission of responses to the subject solicitation is extended from December 13, 2013 to **Friday, January 31, 2014.** The time of day for submission remains at 1PM EST. Similarly, the due date for submission of questions is extended to Friday, December 10, 2013.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 1

_____
Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

ADDENDUM

ADDENDUM NO. 2 **ISSUED: November 25, 2013**

SOLICITATION NO. 2013NT20DEV-2
Newtowne 20 Master Planning and Redevelopment

The Housing Authority of the City of Annapolis (HACA), hereby issues this addendum to the subject solicitation. All respondents shall acknowledge receipt of this addendum in their proposal**. Failure to acknowledge receipt of this addendum may be cause for rejection of your proposal.** Respondents are informed that the above name solicitation is modified as follows:

Based upon clarification of the of Newtowne 20 site acreage (6.45 acres), its current zoning classification (R-3) and the density permitted per acre (12.1 units per acre) the maximum density allowed by right is seventy-eight (78) units. According to the City of Annapolis Department of Planning and Zoning (see attached) there is permitted a 10% bonus in density subject to the inclusion of affordable housing. This translates into the addition of seven (7) affordable units allowing for a total of eighty-five (85) units. Therefore, solicitation proposals are now required to include no more than 85 units.

In addition, HACA intends to explore the feasibility and potential success of achieving a zoning reclassification of R-4 for the Newtowne 20 site. Should respondents elect to do so HACA encourages the submission of an ADD ALTERNATE PROPOSAL which contemplates the Newtowne 20 site under R-4 zoning. R-4 allows for 25 units per acre and therefore a maximum density up to 161 units. Failure to submit an ADD ALTERNATE PROPOSAL will not prejudice the evaluation of a submission. Should a determination be made to pursue zoning reclassification prior to or after the amended submission due date (see ADDENDUM No. 1), this RFP Step II evaluation and selection schedule may change.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

END OF ADDENDUM NO. 2

_____

Heather E. Walker
Procurement Manager

Acknowledgement of Receipt:

Respondent: _____

Name: _____ Title: _____

TAB 20 - PROPOSED REDEVELOPMENT

NEWTOWNE-TWENTY
DEMOGRAPHIC SUMMARY
DECEMBER 17 2013

Property Data:	
Total Number of Units	**78 Units**
3-bedrooms	**78**
Square Footage- Side Walk	**16,080**
Square Footage-Parking Lot	**32,640**
Acreage	**5.06**
Year Built	**1971**
Age	**43 years old**
Number of Buildings	**26**
Laundry Room	**1**
Community Room	**1**
Utilities	**Excess Utilities**
Occupancy and Vacancy Status:	
Exempt for Modernization	**11**
Occupied	**61**
Vacant-Make Ready	**6**
Total	**78**

Pathways to Opportunities – Family Self-sufficiency

A Summary

The mission of HACA'S "Pathways to Opportunities - Family Self-Sufficiency" (PTO-FSS) initiative is to empower its public housing and Housing Choice Voucher (HCV) residents to increase their earned income and reduce their dependency on public assistance and rental subsidies; and to improve their conditions by encouraging healthy living and health services access, especially for our elderly and disabled residents.

HACA's PTO-FSS model is being designed and implemented as an all-inclusive integrated approach merging internal and external programming and resources. Our internal resources are 1) HACA's Resident Opportunity and Self-Sufficiency (ROSS) grant programs and the Family Self-Sufficiency (FSS) grant program, both HUD-directed and funded initiatives; 2) a small portion of HACA's own operating resources through staff time and other supports; and 3) resources generated through other means, such as local grants and cash and in-kind contributions.

External programming and resources are the public and private sector programs and resources of our community partners. These external partners include, but are not limited to, each of our property's Resident Councils and the Resident Advisory Board, the City of Annapolis, Anne Arundel Workforce Development, Anne Arundel County Partnership for Children, Youth and Families, Anne Arundel Medical Center, Anne Arundel Community College, Sojourner Douglass College, Anne Arundel County Public School System, Anne Arundel Community Foundation, Restoration Community Development Corporation, Arundel Community Development Services, and Anne Arundel Community Action Agency.

Resident Opportunity and Self-Sufficiency (ROSS)

The purpose of the ROSS program is to promote the development of local strategies that coordinate the use of external public and private resources for supportive services and empowerment activities, such as education, job training and placement, financial literacy and counseling, and healthy living. These services will enable our participating families to increase earned income, reduce or eliminate the need for welfare assistance, make progress toward achieving economic independence and housing self-sufficiency or, in the case of our elderly or disabled residents, help improve living conditions and enable residents to age-in-place.

Our three HUD ROSS grants, one each for our Harbour House/Eastport Terrace, Robinwood, and Morris H. Blum Senior Apartments, pay only the salaries of ROSS service coordinators. These coordinators are case managers that perform general needs assessments of residents and identify community-based service providers to

meet residents' needs, including: transportation, childcare, education, training, and health and housekeeping.

Family Self-Sufficiency (FSS)

HACA's FSS program is a work incentive and asset building opportunity for its public housing and Housing Choice Voucher residents. That is, residents will be encouraged to increase their earnings even though their rent will increase because the amount of rent increase will go into a savings account for the resident. Under standard HUD rules, families who receive housing subsidies must pay 30 percent of their income toward rent, with the subsidy or voucher covering the difference between this amount and their total rent bill. The size of each housing subsidy or voucher is reduced as the income of a family increases; creating what some believe is a large disincentive to work.

However, the FSS program will provide the opportunity for families to save the amount that their rent subsidy or voucher is reduced when their earned income increases and their rent increases. HACA will set up an escrow account for each participant and deposit a portion of the HUD housing subsidy into it. This counteracts the disincentive to work, and creates an effective savings tool for our participating families. Further, the savings may be used for education and training, home purchase down payment assistance, and other allowable uses that further the intent of the FSS program.

Like ROSS, the FSS grant pays only the salary of a FSS Coordinator, also a case manager who will conduct needs assessments of residents and identify community-based service providers to meet residents' needs, including: transportation, child care, education, job training and placement, and work supports. However, unlike ROSS, FSS is not property specific and is available to HACA residents across all HACA properties and Housing Choice Voucher recipients. ROSS service coordinators will also assist in providing service coordination for participants in FSS programs.

Both ROSS and FSS grants are reported annually to HUD and measured by: 1) HUD goals, policies and priorities; 2) resident needs through coordinator assessments; 3) services and activities; 4) community partners engaged; and 5) program outcomes. These measures are reported via HUD's on line eLogic Model. See Robinwood and Harbour House/Eastport Terrace eLogic Model reports attached.

PTO - FSS Goals & Objectives

Goals

1. Continue outreach to families for participation in PTO-FSS and ascertain and assess the educational level, job status, career desires of each family/individual participating in PTO-FSS;

2. Develop an Individual Improvement Plan (IIP) for each family/individual participating in PTO-FSS and move residents toward self-sufficiency or improved healthy living through implementing the IIP;
3. Develop working teams of community partners for services and resources to meet the needs contained in the IIPs and thereby create opportunities for individuals and families to acquire critical skills for success through outreach to local service providers;
4. Develop measurement models to help determine program effectiveness, and best practices for program alignment and for future new program development.

<u>Objectives</u>

1. Toward Goal #1 –
    a. Each ROSS Coordinator to enroll and assess 50+ families into PTO-FSS by completing a PTO-FSS application and signing a Letter of Commitment.
    b. The FSS Coordinator to enroll and assess 25 families for participation by completing a PTO-FSS application and signing a FSS Contract.
2. Toward Goal #2 –
    a. ROSS and FSS Coordinators to develop an IIP plan for each participant;
    b. FSS Coordinator to set up escrow accounts when warranted;
    c. Continue to connect participants with appropriate community service providers, such as:
        i. The Anne Arundel Medical Center's primary care clinic at the Morris H. Blum Senior Apartments;
        ii. The AAMC Ask a Nurse program at Harbour House/Eastport Terrace Community Center; and
        iii. Maryland Department of Aging-funded Congregate Care Services Program at Morris H. Blum Senior Apartments.
3. Toward Goal #3 –
    a. ROSS and FSS Coordinators to develop new partnerships with public and private entities to help provide resident needs toward self-sufficiency and healthy living;
    b. ROSS and FSS Coordinators to continue meeting with existing local partners to develop and implement plans for services to meet participant needs. Including, continue:
        i. Working with Resident Council leadership, HACA's Board of Commissioners, Anne Arundel Medical Center, Anne Arundel County Health Department and State Health officials, Morgan State University and others in planning and implementing an inaugural *"Public Health and Public Housing Summit"* to further

examine locally the aggravated intersection of the two, its toll on individual, family and community sustainability, and best practice solutions;

ii. Working with Anne Arundel Partnership for Children Youth and Families, Anne Arundel Community Foundation, Anne Arundel Community College, Kingdom Kare Child Care and the City of Annapolis on a proposed on-site child care venture to be held at the Harbour House/Eastport Terrace Community Center; and

iii. Working with the State Department of Labor, Licensing and Regulation (DLLR), Anne Arundel Workforce Development, the City of Annapolis and local public and private employers on creating an on-site “One-Stop Shop” center for job search, training and placement services.

4. For Goal # 4 – In addition to annual HUD reporting and funding,
    a. ROSS and FSS Coordinator will compile and assess program findings in order to:
        i. make necessary programmatic adjustments; and
        ii. develop new program approaches and ideas;
    b. HACA will consider developing an affiliate non-profit tax-exempt entity to develop resources to complement existing programs and for new program support in connection with its local partners and their services.

TAB 23

HOUSING AUTHORITY CITY OF ANNAPOLIS VOLUNTARY CONVERSION OF PUBLIC HOUSING UNITS TO TENANT-BASED OR PROJECT BASED ASSISTANCE POLICY

The Housing Authority of the City of Annapolis has committed 13 Project Based Vouchers to the Obery Court Phase II – 61 (10-Public Housing, 40 Public Housing and 13 Project Based Vouchers in accordance with the approved policy.

23.0 TRANSITION TO CONVERSION VOUCHERS

The Housing Authority of the City of Annapolis upon submission of a Conversion Voucher application to HUD and approval by HUD may administer Conversion Vouchers. Conversion vouchers assist PHAS with relocation or replacement housing needs that result from the demolition, disposition, or mandatory conversion of public housing units. Also conversion vouchers include providing assistance to families living in section 8 projects for which the owner is opting out of the HAP contract, HUD is taking enforcement action against owners with project-based assistance, and project for which the owner is prepaying the mortgage.

24.0 VOLUNTARY CONVERSION OF PUBLIC HOUSING UNITS TO TENANT-BASED OR PROJECT-BASED ASSISTANCE

The Housing Authority of the City of Annapolis upon conducting required assessment of viability of public housing and performing Cost-Test and Market Analyses for Voluntary Conversion of Public Housing Units Pursuant to 24 Code of Federal Regulations Part 972, Section 22 of the U.S. Housing Act of 1937 by Section 533 of the Quality Housing and Work Responsibility Act of 1998 may seek the approval of HUD to convert identified development(s) and/or units to Tenant Based and/or Project Based Voucher program.

Addendum to the Section 8 Admin Plan

PROJECT-BASED VOUCHER (PBV) PROGRAM PROCEDURES

On October 13, 2005, HUD published final regulations for the Project-Based Voucher (PBV) program; superseding regulations at 24 CFR Part 983 (see 70 FR 59892). This Addendum provides the Housing Authority of the City of Annapolis' (HACA) administrative protocols and procedures for its PBV program in accordance to the applicable regulations.

HACA's PBV program is subject to the U.S. Department of Housing and Urban Development (HUD) regulations at 24-Code of Federal Regulations (CFR) Part 983, which includes regulations governing program policies and procedures.

In addition to the administrative protocols and procedures stated below, and other PBV regulations stated at 24 CFR Part 983, HACA's PBV program is subject to most of the requirements of the Housing Choice Voucher Program, as specified in its Administrative Plan and in other related HUD regulations.

A. HACA's PBV COMMITMENTS AND PRIORITIES

HACA's PBV program is designed to ensure that PBV assistance is used to support goals that could not be equally achieved through the use of tenant-based voucher assistance. HACA's PBV program is committed to the following priorities:

1. Expand the supply of affordable housing and increase the affordable housing choices of residents within the jurisdiction.
2. Support projects which further revitalize neighborhoods, promote the deconcentration of poverty and generally provide increased housing and economic opportunities.
3. Work with the community to identify and serve populations with particular housing needs, including but not limited to the provision of supportive services to promote self-sufficiency and supportive housing for families to include elderly family members and persons with disabilities.

B. PROPOSAL SUBMISSION AND SELECTION

Request for Proposals Process

HACA will select PBV proposals through a public Request for Proposals (RFP) process.

HACA's PBV RFP will be advertised in a manner to provide broad public notice of the opportunity to offer PBV proposals for consideration by HACA. The public notice procedures will include publication of the general notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

The public notice of the PBV RFP will specify the submission deadline. The public notice will inform owners or developers seeking project-based assistance of the availability of the full RFP document at HACA's main offices at 1217 Madison Street, Annapolis, MD.

The full RFP document will provide detailed information about proposal submission and selection procedures and will be available upon request of interested parties at HACA's main offices.

Property owners may submit PBV proposals in accordance with the proposal submission guidelines stated in the full RFP document. Proposals will be selected according to explicit criteria specified in the full RFP document, following the selection criteria stated below. Under no circumstances will HACA's RFP selection criteria limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

Alternative Competitive Processes

In lieu of the above RFP process, HUD regulations permit HACA to select a PBV proposal for housing assistance under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals, where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance, or in other circumstances as allowed by the regulations or other PBV requirements.

Proposals for PBV assistance which have been independently selected for housing assistance as described above may be submitted to HACA on a rolling basis. HACA's selection of proposals under the alternative competitive processes may be contingent upon the owner providing additional information required according to HACA's selection requirements and HUD and HACA requirements for PBV assistance. HACA will inform owners of any additional requirements at the time their proposals are submitted.

Selection Criteria

Proposals will be selected according to the following selection criteria:

- The housing must promote one of HACA's priorities for its PBV program;
- The proposal must comply with all HUD program regulations and requirements;
- The property must be eligible housing;
- The proposal must comply with the HUD cap on PBV units per building;
- The housing site must meet the site selection standards detailed at 24 CFR 983.57;
- Proposals for new construction or rehabilitation projects must demonstrate capacity, experience, and successful outcomes in prior projects that indicate their ability to complete the construction work effectively and within the proposed schedule;
- Proposals for all housing must demonstrate capacity, experience, and successful outcomes in property management, particularly management of housing targeted to low income persons and families;
- Proposals for supportive housing must demonstrate the capacity, experience, and successful outcomes of the supportive services provider that indicate its ability to effectively provide sufficient supportive services.
- Proposals must provide evidence of sufficient financing commitments (for construction, operations, and supportive services if applicable) to demonstrate the project's long-term viability.

Public Notice and Review of HACA Proposal Selection

HACA will provide public notice of PBV proposal selections, including publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

HACA will make documentation available for public inspection regarding the basis for HACA's selection of a PBV proposal.

C. SITE SELECTION STANDARDS

HACA will only select proposals which demonstrate consideration of and compliance with the site selection standards at 24 CFR 983.57, as such may be amended or revised, which shall ensure that selected proposals will meet the above program goals of deconcentration (reduced poverty concentration), expanding housing and economic opportunities, and otherwise providing needed housing support.

D. SUPPORTIVE SERVICES GUIDELINES AND REQUIREMENTS

Pursuant to HUD regulations, project-based assistance will ordinarily be limited to 25% of the units contained within the proposed project. However, for projects providing supportive services, each unit that is occupied by families receiving qualified supportive services shall be an "excepted unit" and shall not apply towards the 25% cap.

Qualifying Supportive Services

- Participation in HACA's FSS program
- Educational Services or Counseling
- Employment or vocational training, counseling or referrals
- Life skills training or counseling
- Credit and Homeownership counseling
- Personal finance training and counseling
- Healthcare prevention and/or Community Outreach
- Supportive housing for persons with developmental disabilities or mental illness
- Supportive housing for persons with legal custody of grandchildren
- Supportive services for elderly that improve the quality of life and ability to continue to live independently
- Referrals to or provision of day care, after school programs or other youth services.

It is not necessary that the above services be provided by or at the project. However, to qualify for as an "excepted unit" a family must have at least one member receiving at least one qualifying supportive service. Proposals that include supportive services should identify the particular services that will be provided and the service provider(s). HACA will evaluate proposals including supportive housing units on the basis of the specific services provided, the intensity of the services and the target population to be served. HACA will also evaluate supportive housing proposals based on the history and track record of the proposed service providers and the need for the supportive housing at the proposed site.

Family Responsibility

At the time of the initial lease execution between the family and the owner, the family must sign a Statement of Family Responsibility. The Statement of Family Responsibility must contain all family obligations including the family's participation in a service program as contemplated within this Administrative Plan.

At the family's annual income recertification, HACA will require written documentation from the supportive services coordinator indicating the family's continued compliance with the terms of the supportive services plans. Project owners will also be expected to provide some level of monitoring of the services provided. This monitoring should be detailed in the proposal, and will

be evaluated as part of the selection process. At HACA's discretion, HACA may request additional documentation of compliance with supportive service obligations.

The unit eligible for status as an "excepted unit" so long as at the time of the occupying family's initial tenancy at least one member of the family is receiving a qualifying supportive service. If the family completes a Family Self-Sufficiency (FSS) contract of participation or the supportive services requirement, the unit will continue to count as an "excepted unit" for as long as the family resides in that unit.

Family Failure to Comply with Supportive Service Requirements

Failure without good cause by a family to complete or comply with its supportive service participation requirements will result in termination of the project based assistance for that unit and may result in the termination of the lease by the project owner.

E. WAITING LISTS

HACA will establish individual site-based waiting lists for each PBV project selected.

HACA will offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list(s) for PBV assistance.

HACA will open and close the site-based waiting lists pursuant to the procedures outlined in Administrative Plan.

F. PREFERENCES

HACA may establish separate preferences for each PBV project. These preferences may include those for elderly or disabled families, or preferences related to supportive housing programs. Preferences may include those outlined in the Administrative Plan.

Any preferences that would be necessary to the operation of the project, or required by a funding source must be disclosed in the proposal.

Supportive Housing Related Preferences

If PBV units include special accessibility features for persons with disabilities, HACA will first refer families who require such accessibility features to the owner. For other units that are designated to receive supportive services, HACA may give preference to disabled families who need services offered at a particular project. Project owners may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project.

Only families that meet the following limits will be eligible for any supportive housing preference:

- Families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing.
- Families that without appropriate supportive services will not be able to obtain or maintain themselves in housing.
- Families for whom such services cannot be provided in a non-segregated setting.

Disabled or Elderly residents shall not be required to accept the particular services offered at the project.

HACA is prohibited from granting preferences to persons with specific disabilities (see 24 CFR 982.207(b)(3.)

G. APPLYING FOR ADMISSION

The process for applying for admission to the PBV program is the same process for applying for admission to the tenant-based program in HACA's Administrative Plan.

At the time of the application, HACA will provide applicants with the opportunity to be placed on the tenant-based waiting list if open, or any open site-based waiting lists.

H. TENANT SELECTION

When notified of a vacancy in a PBV unit, HACA will refer tenants according to the following procedures:

Former residents of Obery Court (resident at Obery Court July 16 2009-Demolition and Disposition Approval Date) in accordance with available bedroom size and move-in date.

Former residents of College Creek Terrace (resident at College Creek Terrace July 16 2009-Demolition and Disposition Approval Date) in accordance with available bedroom size and move-in date.

Applicants on the PBV waiting list in accordance with approved Local preferences, application date and time.

For PBV waiting lists that include preferences, HACA will select applicants from the waiting list on a first-come, first-based basis who:

- Qualified for preference at the time of application; and
- Continue to qualify for preference at the time of admission.

I. TENANT SCREENING

HACA's procedures for tenant screening for the PBV program are not different than procedures for screening tenant-based applicants which are provided in HACA's Administrative Plan.

HACA's policy for providing information to owners about families referred to PBV units is not different than HACA's policies for tenant-based applicants which are provided in HACA's Administrative Plan.

J. PROCEDURES FOR FAMILIES OCCUPYING A UNIT OF THE WRONG SIZE OR AN ACCESSIBILE UNIT WHOSE ACCESSIBILITY FEATURES ARE NOT REQUIRED BY THE FAMILY

If a family is determined to occupy a wrong-sized unit or a unit with accessibility features that the family does not require (and such unit is needed by a family that requires the accessibility features) then the Project Based Manager must promptly notify the family and the project owner of this determination and must offer continued assistance in another appropriately sized or accessible unit.

Continued assistance after unit, which may include, but is not limited to the following options:

- PBV assistance in an appropriate-sized unit (in the same building or in another building);
- Other project-based housing assistance (including occupancy of a public housing unit);
- Tenant-based rental assistance under the voucher program; or
- Other comparable public or private tenant-based assistance (e.g., under the HOME program.)

For families who have been notified that they occupy a wrong-size unit, and offered continued assistance:

- If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the HAP payments for a wrong-sized unit at expiration of the term of the family's voucher (including any extensions granted by the PHA.)

- If the PHA offers the family the opportunity for another form of continued housing assistance (as provided above) and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the HAP payments for the wrong-sized unit, at the expiration of a reasonable period as determined by the PHA.

K. RIGHT TO MOVE

A family residing in a PBV unit may terminate the assisted lease any time after the first year of occupancy and request a comparable tenant-based assistance from the HACA.

Should a family terminate its PBV lease and request alternate assistance, the HACA shall offer the family the opportunity for continued tenant-based rental assistance, or if such

assistance is not immediately available upon termination of the lease, the HACA will give the family priority to receive tenant-based rental assistance at the next available opportunity for such tenant-based rental assistance.

If the family terminates the assisted lease before the end of the first year of occupancy, the family will not be entitled to tenant-based assistance or priority for such assistance under this section. However, the family may reapply for tenant-based assistance or other project based assistance as otherwise provided in this Administrative Plan.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

TAB 24

CAPITAL IMPROVEMENT PROJECTS

Morris H. Blum Senior Apartments	Repaired 8th floor deck
Harbour House	Install CCTV security cameras in Harbour House Community Center
Morris H. Blum Senior Apartments	Install CCTV security cameras
Harbour House	Installed New Smoke and Fire Detectors and Monitor Panels In each Building Hallway
Harbour House	Painted Hallways
Morris H. Blum Senior Apartments	Installed Solar Panels
Harbour House	Installed Solar Panels
Agency-Wide	Conducted Physical Needs Assessment
Agency-Wide	Conducted Energy Audit
Agency-Wide	Turned over 31 Units under Contract Services (formerly MOD units.)

TAB 25

CAPITAL FUND PROGRAM ANNUAL STATEMENT AND PERFORMANCE EVALUATION REPORT

Annual Statement / Performance and Evaluation Report
Capital Fund Program, Capital Fund Projgram Replacement Housing Factor and
Captial 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:	**Grant Type and Number**	**FFY of Grant:**
Housing Authority of the City of Annapolis	Capital Fund Program Grant No: MD06P00150114 Date of CFFP: _____	**2014** **FFY of Grant Approval:**

Type of Grant

[X] Original Annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no: ___)
[ ] Performance and Evaluation Report for the Period Ending: [ ] Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost[1]	
		Original	Revised[2]	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (may not exceed 20% of line 20) [3]	180,000.00	0.00	0.00	0.00
3	1408 Management Improvements	150,000.00	0.00	0.00	0.00
4	1410 Administration (may not exceed 10% of line 20)	50,000.00	0.00	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	60,000.00	0.00	0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	89,734.00	0.00	0.00	0.00
10	1460 Dwelling Structures	130,000.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment - Non-expendable	30,000.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures	35,000.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	40,000.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				
18a	1501 Collaterization or Debt Service Paid by the PHA	411,031.00	0.00	0.00	0.00
18b	9000 Collateralization of 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)**	1,175,765.00	0.00	0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security - Soft Costs	50,000.00	0.00		
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

Signature of Exectutive Director Date Signature of Public Housing Director Date

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

form **HUD-50075.1** (4/2008)

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

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of Annapolis**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2014**

Development Number/Name PHA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
PHA Wide Mgmt. Improv.	Operations	**1406**		180,000.00				
	Neighborhood Security	**1408**		50,000.00				
	Security Coordinator	**1408**		40,000.00				
	Staff Training	**1408**		20,000.00				
	Program Administrator	**1408**		40,000.00				
Salaries	Administration	**1410**		50,000.00				
A & E Fees	Fees and Costs	**1430**		60,000.00				

[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

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

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of Annapolis**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: CFFP (Yes/No):	**Federal FFY of Grant: 2014**

Development Number/Name PHA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
PHA Wide	Site Improvement - Sidewalks, railings, hallways, trees & shrubs	**1450**		89,734.00				
EPT/HH, RW, BBSQ								
PHA Wide	Dwelling Structures - Vacancy Reduction	**1460**		120,000.00				
EPT/HH	- Interior Painting	**1460**		10,000.00				
PHA Wide	Dwelling Equipment - Refrig / Ranges / Hot Water Heaters	**1465**		30,000.00				
Morris H Blum	Non-Dwelling Structures - Rec Room Renovation	**1475**		35,000.00				
PHA Wide	Non-Dwelling Equipment - Vehicle, IT Hardware	**1475**		40,000.00				
PHA Wide	Debt Service	**1501**		411,031.00				

[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

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

TAB 27

STRATEGY OF HOUSING NEEDS

Executive Summary

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that Authorities provide a statement of the housing needs of the low-income, very-low income, and extremely low-income families (including elderly families and families with disabilities) in the jurisdiction served by the Housing Authority of the City of Annapolis. An analysis of the Authority's Waiting List is also required.

The QHWRA requires that the housing needs in this Agency Plan be consistent with the housing needs defined in the Consolidated Plan. This Assessment of Housing Needs contains:

- Executive Summary;
- A brief overview of Annapolis and Anne Arundel County;
- Summary of the Housing Needs Identified in the City of Annapolis Consolidated Plan;
- Resident demographics for the Housing Authority of the City of Annapolis;
- Applicant demographics from the Housing Authority of the City of Annapolis waiting List;
- Housing Needs of Families in Jurisdiction;
- Assessment of Housing Needs Conclusion; and
- Strategy for Addressing Housing Needs.

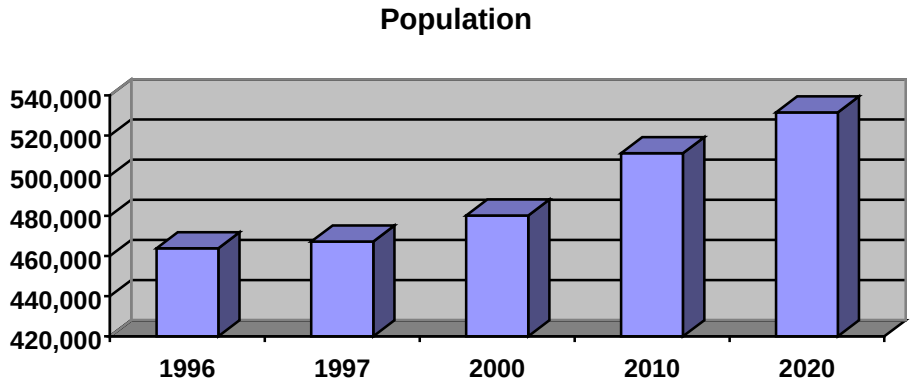
City of Annapolis and the County of Anne Arundel Overview

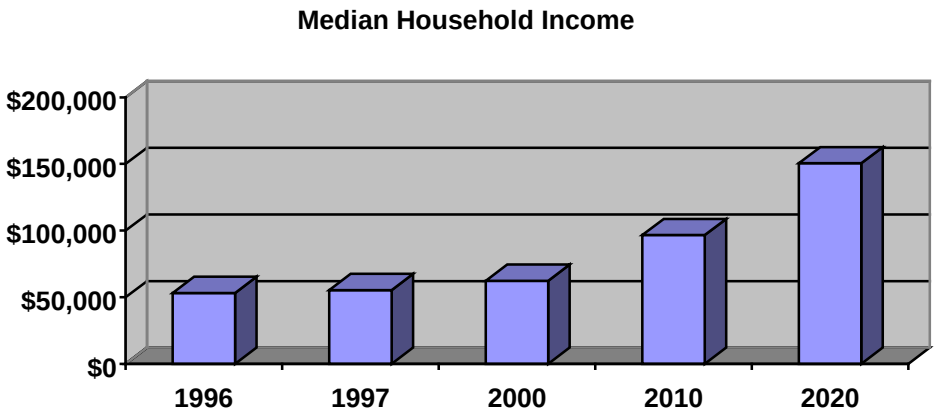
Annapolis is located on the Chesapeake Bay in Anne Arundel County, Maryland, which lies about 30 miles east of Washington, D.C. Annapolis, the State Capital of Maryland, is a cosmopolitan city with a small town atmosphere where residents enjoy vacation living year round. Known as "America's Sailing Capital", you are never far from boats or water in Annapolis or Anne Arundel County.

In 1997, the civilian labor force of Anne Arundel County consisted of 234,634 people, of which 3.96% were unemployed. The per capita personal income in 1997 was $25,561. There are over 11,042 businesses in the county; an estimated 215 of these businesses have 100 or more employees. Major private sector employers include Northrop Grumman, US Airways, North Arundel Health System, and Anne Arundel Health System. Also, Federal, State, and Local Governments employ approximately 30,000 people.

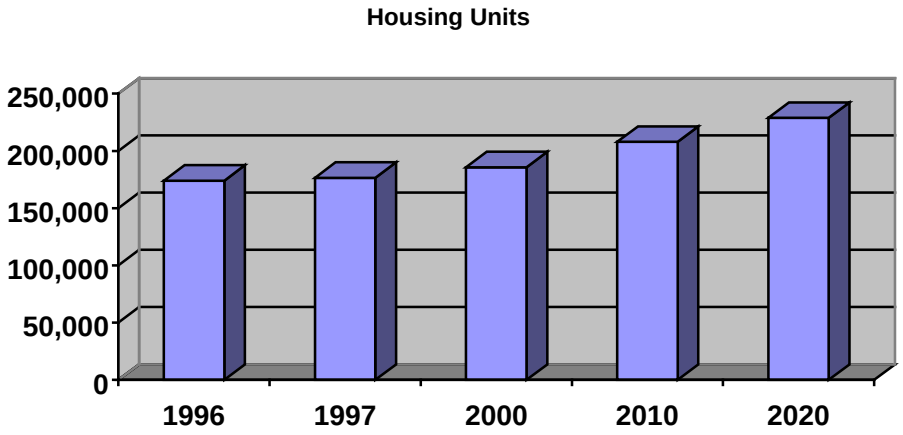
The Anne Arundel Public School system makes up the fifth largest school system in Maryland and the 47th largest in the Nation. Annapolis is also home to the United States Naval Academy.

Anne Arundel County Major Statistics 1996-2020





Source: Anne Arundel Economic Development Corporation



MODERNIZATION OF AUTHORITY OWNED PROPERTIES

HACA has redeveloped and entered into Private Management Contracts for 4 of its 10 Developments. Annapolis Gardens was a redevelopment for 150 units was successfully completed in 2011. Phase I and II Redevelopment of Obery Court is complete for a total of 123 units. Bloomsbury Square which is owned and managed by HACA was redeveloped 2003-2004. All redevelopment projects are 100% occupied.

Summary of the Housing Needs Identified in the City of Annapolis Consolidated Plan

Housing Market Conditions in the City of Annapolis

Annapolis has a stable population and a sound housing stock. Unfortunately, the City's size prevents it from having the economic influence of a central city. However, some consider Annapolis a microcosm of larger cities because it has:

- a clearly identified urban core;
- a large number of subsidized housing projects;
- an increasing Hispanic population;
- an increasing homeless population;
- a large number of very low and high income families;
- a day-time population that exceeds the night or permanent population; and
- an economy that is becoming more dependent on tourist dollars.

Annapolis has an even mix of stable owner occupied neighborhoods and areas dominated by rental units. Because Annapolis did lose some of its employment base during the 1980's, the City felt the effect of the economic slowdown more than other parts of Anne Arundel County. Apartment complexes that had waiting lists in 1990 started offering incentives to potential renters in 1991 which continue today. Also, Annapolis has seasonal population influxes from the State Legislature, the Naval Academy, tourists, and seasonal property owners which add to a higher than average vacancy rate.

The bulk of construction activity over the last ten years was in attached housing; townhomes, condominiums and garden apartments. The layout of many of these units was designed for professional couples without children. Many of the existing single family units were expanded and a large number of starter homes were transformed into luxury units. These trends lead to a reduction in affordable units.

Annapolis has taken steps to minimize the impacts of these development trends. In the area of new rental units, requests have been made to set aside below market rate units. Unfortunately, the reduction allowed still does not put these units in the affordable range for low income families.

Two programs designed to protect the City's heritage have also contributed to the high cost of housing in the area. First, the Historic District Commission has heightened the City's appreciation of the historic structures, but the restrictions placed on renovations have raised the cost of maintaining a home in the Historic District. Second, efforts to preserve vistas and the character of the shoreline resulted in restrictions on building heights. This limits the overall density of the City.

The bulk of the rental housing stock was constructed before 1970. But, because the City requires all rental units to be licensed and inspected on an annual basis, most of the 8,000 rental units are in relatively good repair.

Housing Needs of Low, Very Low and Extremely Low Income Families

In 1997, the Anne Arundel County Economic Development Corporation reported there were 7,306 households living below the poverty line within the county. For these households, rent takes up a large portion of their income. The chart below lists the Average Area Median Income for the low, very low and extremely low-income families for Anne Arundel County.

County	Average Area Median Income	Income Limits					
		Person(s)					
Anne Arundel	$60,600	**1**	**2**	**3**	**4**	**5**	**6**
30% AMI	$18,200	$12,650	$14,450	$16,300	$18,100	$19,550	$21,000
50% AMI	$30,300	$21,100	$24,100	$27,150	$30,150	$32,550	$34,950
80% AMI	$48,480	$33,450	$38,250	$43,000	$47,800	$51,600	$55,450

High vacancy rates have reduced the sale price of many units and some rents. Low interest rates for mortgages have increased the supply of affordable housing for first-time homebuyers who have qualifying incomes, a saved down payment, and the initiative to become a homeowner. Given these changes, the City is moving more cautiously into the development of new units and is focusing its' energies on activities that rehabilitate the existing housing stock and revitalize its neighborhoods. Low attendance at housing affordability meetings for low-income households indicates that great community outreach is required. Little interest from qualified low-income households in available affordable units indicates that there is a fear of long-term commitment. In some neighborhoods, potential homebuyers site safety as their primary deterrent from purchasing an otherwise affordable unit. All of these factors must be taken into consideration when developing a plan to create affordable housing in the area.

Needs of the Homeless in Anne Arundel County

The City of Annapolis' homeless population is included in the Anne Arundel County's estimates. The homeless service program of the Maryland Department of Human Resources reported that there were 1,139 individuals seeking shelter through certified providers in Anne Arundel County in 1989. The demographic profile of these individuals seems to be shifting from older single males to younger women with children. Surveys taken also show the increase in younger individuals and healthier individuals with jobs. These facts show the need for smaller affordable units and single room occupancy dwellings which include studio and efficiency apartments as well as boarding houses or guest houses.

Barriers to Affordable Housing and Fair Housing Choice

There is a very interesting trend that has developed in the housing market for low income families in Annapolis. While the median household income has risen almost 30% since 1990, the average price for a single family home has risen by approximately 10%. This should be a good situation for low income families in Annapolis, but it is not. The shift to build smaller, more luxurious homes to suit professional couples has cut into the available housing stock affordable to low income families.

Housing Authority of the City of Annapolis

Resident Demographics

Category	AMP 2 EP.HH	AMP 4 RW	AMP 5 NT	AMP 6 MHB	AMP 7 BS	TOTAL
Average						
Age (HH)						
Family Size						
Income						
Rent						
Income Source						
Employment						
TANF						
SSI						
Pension						
SS						
Unemployed						
Other						
No. of HH by BR Size						
1						
2						
3						
4						
5						
TOTAL						

Housing Authority of the City of Annapolis Applicant Demographics

HOUSING NEEDS OF FAMILIES ON THE WAITING LIST			
Waiting List type: (select one) ☐ Section 8 tenant-based assistance ☒ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting List total			
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI			
Families with children			
Elderly Families			
Families with Disabilities			
Black			
White			
Hispanic			
Other			
Characteristics by Bedroom Size (Public Housing Only)			
1 BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed? _X_ No ___ Yes If yes: How long has it been closed (# of months)? ___ Does the PHA expect to reopen the list in the PHA Plan year? ___ No ___ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? _X_No ___ Yes			

* *Annual Turnover represents the number of vacancies per year.*

HOUSING NEEDS OF FAMILIES ON THE WAITING LIST			
Waiting List type: (select one) ☒ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting List total			
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI			
Families with children			
Elderly Families			
Families with Disabilities			
Black			
White			
Hispanic			
Other			
Characteristics by Bedroom Size (Public Housing Only)			
1 BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed? _X_ No ___ Yes If yes: How long has it been closed (# of months)? ___ Does the PHA expect to reopen the list in the PHA Plan year? ___ No ___ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? _X_No ___ Yes			

HOUSING NEEDS OF FAMILIES ON THE WAITING LIST			
Waiting List type: (select one) ☐ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting List total			
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI			
Families with children			
Elderly Families			
Families with Disabilities			
Black			
White			
Hispanic			
Other			
Characteristics by Bedroom Size (Public Housing Only)			
1 BR	73	36%	
2 BR	74	37%	
3 BR	47	23%	
4 BR	6	3%	
5 BR	2	1%	
5+ BR	0	0%	
Is the waiting list closed? _X_ No ___ Yes If yes: How long has it been closed (# of months)? ___ Does the PHA expect to reopen the list in the PHA Plan year? ___ No ___ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? _X_No ___ Yes			

The table below represents housing needs of family types in the left-hand column. The impact factors across the top of the graph state how severe that factor is on the housing needs of the particular family type. For example, the affordability factor for a family with an income of 30% or lower of AMI would rate at "4" or "5" due to the family's inability to pay for other housing in the area. The impact for a family with an income between 50%-80% of AMI will be "2" or "3" due to the flexibility the higher income family has in choosing other affordable housing in the area. The rating factors are described below the chart.

Family Type	Over All	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	3,361	5	5	2	2	3	2
Income >30% but <=50% of AMI	3,494	4	3	3	3	4	3
Income >50% but <80% of AMI	5,096	2	3	3	2	2	3
Elderly	2,329	3	3	3	4	3	4
Families with Disabilities	NA	NA	NA	NA	NA	NA	NA
Black	NA	NA	NA	NA	NA	NA	NA
White	NA	NA	NA	NA	NA	NA	NA
Hispanic	NA	NA	NA	NA	NA	NA	NA
Other	NA	NA	NA	NA	NA	NA	NA

Impact factor: 1 (no impact) to 5 (severe impact)
N/A indicates information is unavailable
"Overall" Needs column provides the estimated number of renter families that have housing needs.

Simply form a statement with the corresponding choices:

The Housing Authority of the City of Annapolis came to this conclusion by the use of:

- Consolidated Plan of the Jurisdiction. Indicate year: Fiscal Years 1996 to 2001
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- Other sources: Annapolis and Anne Arundel County Chamber of Commerce - 1999

Assessment of Housing Needs Conclusions

Assessment	High	Medium	Low
What level of need is there for Affordable Housing?		X	
How would you rate the quality of the available rental housing stock in the PHA jurisdiction?		X	
How great is the need for marketing efforts to remove impediments to fair housing?		X	
What is the need for Deconcentration of incomes in the PHA jurisdiction?	X		
How well is the PHA meeting the needs of the following income groups? **1** 30%AMI; 2 50%AMI; 3 80%AMI		1	2, 3
What level of need is there for Elderly/Disabled housing?		X	
What level of the need is there for a Homeless Shelter?		X	
How great is the need for other Specialty Housing?			X
Is there a need for reconfiguration of bedroom sizes for affordable housing in PHA jurisdiction?		X	

Strategy for Addressing Needs

In order to maximize the number of affordable units available to the PHA within its current resources, the Housing Authority of the City of Annapolis will:

- Employ effective maintenance and management policies to minimize the number of Public Housing units off-line.
- Reduce turnover time for vacated Public Housing units.
- Reduce time to renovate Public Housing units.
- Maintain or increase Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction.
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required.
- Maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies, if requested.

In order to increase the number of affordable housing units the Housing Authority of the City of Annapolis will:

- Apply for additional Section 8 units should they become available.
- Pursue housing resources other than Public Housing or Section 8 tenant-based assistance.

So that the Housing Authority of the City of Annapolis will address the needs of family types at or below 30% of area median income, the Authority will:

- Strive to meet targeting goals established by HUD.

So that the Housing Authority of the City of Annapolis will address the needs of family types at or below 50% of area median income, the Authority will:

- Strive to meet targeting goals established by HUD.

The Housing Authority of the City of Annapolis will target the needs of the elderly through:

- Monitoring the demand for elderly housing (waiting list).

- The needs of families with disabilities will be addressed by:

- Monitoring the Waiting List of handicapped/disabled families.

The Housing Authority of the City of Annapolis will conduct activities to affirmatively further fair housing by:

- Counseling Section 8 participants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Marketing the Section 8 program to owners outside of areas of poverty /minority concentrations

The Authority selected these strategies due to:

- Funding constraints.
- Staffing constraints.
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA.
- Results of consultation with residents and the Resident Advisory Board.

TAB 28

2013 ACCOMPLISHMENTS

EXECUTIVE AND AGENCY-WIDE:

- HACA successfully secured funding in partnership with Pennrose Development for Obery Court Phase III-61 Units.
- HACA success in partnership with Anne Arundel Medical Center implemented a Health Senior at the Morris H. Blum Senior Apartments (formerly Glenwood Senior Apartments)
- Successfully in partnership with Pennrose Development Corporation redeveloped and reoccupied 63 units under Obery Court Phase II
- HACA held in partnership with the City of Annapolis its 3rd Annual Resident and Community "Pathways to Opportunities" Resource Fair
- HACA conducted a Physical Needs Assessment for its six Properties
- HACA implemented Energy Conservation and Savings Program in partnership with National Center for Housing Management
- HACA Continued a successful Inter-Agency Partnership with the City of Annapolis
- HACA successfully competed and received 5 ROSS Self Sufficiency Grants
- HACA in partnership with the Arundel Community Development Services, Inc. successfully competed and have been awarded a one million dollar Weatherization Assistance Grant for Harbour House for 161 Units:
    - ✓ Energy Star Boilers
    - ✓ Weather Stripping
    - ✓ Energy Star Lights
    - ✓ Door Sealing
    - ✓ Energy Star Air Conditioners
    - ✓ Energy Star Refrigerators
- HACA has successfully implemented the Martha Wood Community Service award that is presented to volunteers that provide programming and supportive services to HACA's residents and communities. This award is presented monthly by the Mayor and City Council of the City of Annapolis
- Received High Performer Status under Agency Risk Management Insurance and Loss Prevention Program.

MAINTENANCE MANAGEMENT AND SAFETY:

- HACA received a Standard Performer Designation under HUD Physical Assessment Sub-System (PASS) Annual Inspections

- HACA working with the National Center for Housing Management improved the Maintenance Operations in the areas of REAC, Work Orders and Inventory Management
  - ✓ Evaluated current Contracts for Priority and Necessity in relationship to Capital Funding
  - ✓ Verified that Capital Funds are used for Capital purposes
  - ✓ Evaluated use of Resources for Underfunded Maintenance and Modernization
  - ✓ Verified that the required Annual Inspections were being performed and generated Work Orders were being completed timely
  - ✓ Evaluated Maintenance and Staffing Levels, Skills Levels and performance as well as deployment of both Maintenance and Site Management Personnel
  - ✓ Evaluated and Modified it Maintenance Plan
  - ✓ Evaluated the use of previous REAC inspections reports for Capital Fund and Maintenance Service Delivery planning
  - ✓ Implemented Contract Unit Repair Service to improve Unit Turnaround and Occupancy
- Successfully completed several Capital Fund Projects:
  - ✓ Repaired the 8th Floor Deck at Morris H. Blum Senior Apartments
  - ✓ Replaced the awning at Morris H. Blum Senior Apartments
  - ✓ Installed CCTV Security Cameras at Harbour House and Morris H. Blum Senior Apartments
  - ✓ Painted Hallways in Harbour House
  - ✓ Installed additional lighting at Bloomsbury Square
  - ✓ Repaired 31 Units under Contract Services
  - ✓ Conducted Physical Needs Assessment and Energy Audits for all Properties
- HACA has continued its successful Cooperation Agreement with the Annapolis Police Department
- HACA conducted Community Clean-up Events in partnership with HACA's Resident Councils.

FINANCE AND ADMINISTRATION:

- Maintained a Balanced Budget
- Achieved Outstanding Performance Audit Rating (no audit findings or management points for four consecutive years.)
- Achieved Standard Performer under HUD's Financial Assessment Sub-System Finance Indicator
- Successfully implemented Electronic Fund Transfer
- Successfully implemented Positive Pay (to prevent fraud)
- Implemented contract with National Recovery Agency to collect delinquent balance due from formal Tenants (for the collections of outstanding payments due to HACA.)

- Successfully managed Project Based Budget/Accounting
- Revamped HACA website with New Content and Layout
- Updated all PCs hardware and software to latest platform and software revisions.

OPERATIONS AND COMPLIANCE:

- HACA received Standard Performer designation from HUD under its Public Housing Assessment Program
- HACA received High Designation from HUD under its Housing Choice Voucher Program
- HACA has performed the required Performance Strategies and Targets under the HUD Recovery Plan for Public Housing
- Achieved a 97% submission rate for Public Housing Annual Recertifications
- Achieved a 100% submission rate for the Housing Choice Voucher Program
- Successfully implemented Site-Based Wait Lists:
  - ✓ Low Rent
  - ✓ Eastport Terrace
  - ✓ Harbour House
  - ✓ Newtowne-Twenty
  - ✓ Harbour House
  - ✓ Morris H. Blum
  - ✓ Bloomsbury Square
  - ✓ Section 8 Tenant Based
  - ✓ Obery Court Public Housing
  - ✓ Obery Court Project Based
  - ✓ Public Housing Transfer
- Developed and implemented revised Grievance Process
- Develop a Resident Stipend Program to provide onsite Grounds, Community Center Maintenance and Health Advocacy Services
- Developed a “Good Neighbor” Mandatory Housekeeping Pre Occupancy Program
- Continue to Monitor and Report on Agency-Wide Audits and Required Submissions
- Continue to Develop and Update Agency Policies and Standard Operating Procedures.

HUMAN SERVICES AND SELF-SUFFICIENCY:

- Successfully coordinated the Annual Resident Resource Fair
- Successfully Implement Resident Opportunity Self Sufficiency Grants:
  - ✓ Eastport/Harbour House
  - ✓ Robinwood

    - ✓ Morris H. Blum
- Successfully secured Renewal Funding for the ROSS Grants
- Successfully competed and received a Family Self Sufficiency Public Housing Homeownership Program Development Grant
- Successfully implemented over 25 Resource and Community Partnerships
    - ✓ Drug Prevention Program
    - ✓ Site Mentoring Programs
    - ✓ Youth Athletic Programming
    - ✓ Summer Food Programming
    - ✓ Site Homework Program

Challenges:

- HUD Shrinking Operating Budget
- Identify Funding for Repair of Units previously under MOD status at Newtowne-Twenty
- Identify Funding for Window Replacement for Morris H. Blum Senior Apartments.

TAB 29

50075 Section 10.0 c

HUD RECOVERY PLAN PROGRESS SUMMARY

A Resolution acknowledging the Housing Authority of the City of Annapolis (HACA) Standard Performer Designation under the U.S. Department of Housing and Urban Development (HUD) Public Housing Assessment Sub System (PHAS) and honoring Chief Joseph S. Johnson for his leadership, commitment and dedication to the improvement of HACA's Physical Conditions and HUD Real Estate Assessment Condition (REAC) Scores

RESOLUTION NO. ADMIN 012114-01

WHEREAS, the Board of Commissioners under the leadership of the Honorable Carl O. Snowden mandate is to improve services to the residents/stewards of the Housing Authority of the City of Annapolis (HACA); and

WHEREAS, the Board of Commissioners hired Vincent O. Leggett as the Executive Director and Chief Executive Officer of HACA, December of 2010; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) sent a letter to the Board of Commissioners of the Housing Authority (Board) of the City of Annapolis (HACA) dated March 15 2013; and

WHEREAS the letter informed and reiterated that on June 1 2012 HACA received a designation of Substandard Physical under the Public Housing Assessment System (PHAS) for the fiscal year ending June 30 2011; and

WHEREAS the designation of Substandard Physical removed HACA for the Troubled Physical designation of the previous fiscal year of June 30 2010; and

WHEREAS, under the Substandard Physical designation HACA was required by HUD to develop an official Recovery (Management Improvement) Plan and to seek technical assistance to improve its physical and capital operations; and

WHEREAS, the Recovery Plan dictated specific requirements and actions to be taken by HACA:

- Evaluate current contracts for priority and necessity in relationship to needed capital funding.
- Account for the amount of capital funds received and purchases to date.
- Verify that capital funds are not being used for non-capital purposes.
- Evaluate the most recent physical needs assessment or conduct a new one.
- Evaluate the use of resources for underfunded maintenance and modernization needs rather than for development.
- Verify that required annual inspections by the public housing agency are being conducted and that generated work orders are being completed timely.
- Evaluate Maintenance staffing levels, skill levels and performance as well as how Maintenance staffing is deployed.
- Evaluate the Maintenance Plan as well as the planning.
- Evaluate the use of previous REAC inspection reports for capital fund and maintenance planning.
- Consider contracting maintenance of Public Housing to another entity or public housing agency.

WHEREAS, the Board directed the Executive Director to designate staff to develop a Recovery Plan for submission and approval by HUD; and

WHEREAS, the responsibility of the Recovery Plan was designated to Chief Joseph S. Johnson, Chief of Public Safety and Chief of Staff; and

WHEREAS, Chief Joseph S. Johnson submitted an approved Recovery Plan to both the Board and to the HUD Baltimore Field Office; and

WHEREAS, Chief Joseph S. Johnson secured the Technical Assistance of the National Center for Housing Management (NCHM) an organization created by Presidential Executive Order to professionalize the assisted and public housing industry; and

WHEREAS, the NCHM developed plans and protocols to restructure maintenance staffing levels, administer pre-hiring testing for maintenance and property management staff; reduce the days to complete emergency, routine (resident driven) and REAC work orders; reduce the number of outstanding vacancies; and to manage maintenance inventory more effectively and;

WHEREAS, Chief Joseph S. Johnson reassigned capital funding percentage from 28% percent of the annual capital fund budget to 31% percent of the annual capital fund budget with the focus of repair of the physical sites and unit repair to improve occupancy and resident satisfaction; and

WHEREAS, Chief Joseph S. Johnson hired skilled property managers, skilled maintenance labor in the areas of work orders management, physical plant maintenance and inventory; and

WHEREAS, on December 9 2013 HUD informed HACA that it is now a standard performer under PHAS for the fiscal year ending June 30 2012. The PHAS Score Interim Rule- Report dated 12/6/2013; and

WHEREAS, a standard performer must receive a PHAS score of 60, HACA received a score of 71:

PHAS INDICATORS	SCORE	MAXIMUM SCORE
Physical	**25**	**40**
Financial	**18**	**25**
Management	**21**	**25**
Capital Fund	**7**	**10**
Late Penalty Points	**0**	**N/A**
PHAS Total Score	**71**	**100**
PHAS Designation	**Standard**	**Performer**

WHEREAS, the designation of standard is the best and most improved rating received by HACA within the last 10 years; and

WHEREAS, using the baseline of June 2011 under the HUD Recovery Plan and technical assistance of NCHM, HACA has successfully improved many areas of its operations:

- Improved its average REAC score 61.00 representing 427 points in 2011 to an average score of 70.00 and 490 points for 2013 representing an average improved score by 9 and an increase of 63 points.

Development	2011 REAC Score	2013 REAC Score
Annapolis Gardens	99	99
New Obery Court	89	94
Bloomsbury Square	85	94
Eastport and Harbour House	38	60
Robinwood	43	57
Morris H. Blum	25	46
Newtowne-Twenty	48	40
Total Points	**427**	**490**
Average Score Summary	427/7=61.00	490/7=70.00
Average Score Difference	70.00-61.00	9
Score Points Difference	490-427	63

- Improved Work Order Time from an average of 25 days to an approximate average of 3 days, representing a 22 day improvement.

- Reduction in vacancies from 58 vacant units to 30 vacant units under the management improvement process.

- Reduction in new admissions leasing from 3 days (industry standard) to 0 days.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners does herby accept the HUD PHAS report and Standard Designation and do hereby recognize Chief Joseph S. Johnson for his outstanding leadership, commitment to excellence and loyal service.

Resolved this 27th day of January 2014

RESOLVED: Chief Joseph S. Johnson is commended and highly honored for the major improvements within HACA maintenance and capital operations under the HUD PHAS System for fiscal years ending June 30 2011, 2012 and 2013.

The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting pursuant to Section 13-106 of the Housing and community Development Article of the Annotated Code of Maryland.

Carl O. Snowden, Chairman — ☑ Approved ☐ Disapproved ☐ Abstain

Cynthia A. Carter, Vice Chairman — ☑ Approved ☐ Disapproved ☐ Abstain

Richard B. Callahan, Treasurer — ☑ Approved ☐ Disapproved ☐ Abstain

Deborah A. Johnson, Commissioner — ☑ Approved ☐ Disapproved ☐ Abstain

Jeffrey C. Henderson, Commissioner — ☑ Approved ☐ Disapproved ☐ Abstain

Elizamae Robinson, Commissioner — ☐ Approved ☐ Disapproved ☐ Abstain

Jacquelyn V. Wells — ☑ Approved ☐ Disapproved ☐ Abstain

TAB 30

50075 Sections 11.0

REQUIRED SUBMISSIONS

a. Form HUD 50077, PHA Certification of Compliance with the PHA Plans and Related Regulations
b. Form HUD 50070, Certification for a Drug-Free Workplace
c. Form HUD 50071, Certification of Payments of Influence
d. Form SF-LLL, Disclosure of Lobbying Activities
e. Form SF-LLL-A, Disclosure of Lobbying Activities Continuation Sheet
f. Resident Advisory Board
g. Challenged Elements-Legal Aid
h. Form-50075.1 Capital Fund Program Annual Statement
i. Form-50075.2 Capital Fund Program Five Year Action Plan

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ✓ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning 2014, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

The Housing Authority of the City of Annapolis
PHA Name

MD-001
PHA Number/HA Code

✓ 5-Year PHA Plan for Fiscal Years 20 14 - 20 18

_____ Annual PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Vincent O. Leggett	Executive Director
Signature: Vincent O. Leggett	Date: 2/28/2014

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Annapolis

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Lynn Happel	Director of Human Resources
Signature x Lynn Happel	Date 2/28/2014

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

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 OMB# 2577-0226 Expires 08/30/2011

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

I, _____ the _____ certify that the Five Year and Annual PHA Plan of the _____ is consistent with the Consolidated Plan of _____ prepared pursuant to 24 CFR Part 91.

_____

Signed / Dated by Appropriate State or Local Official

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Vincent O. Leggett
Print Name: Vincent O. Leggett
Title: Executive Director
Telephone No.: 410-267-8000 Date: 2/28/2014

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Standard Form LLL (Rev. 7-97)

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July 03, 2013

VIA EMAIL ONLY

Ms. Miranda Wingate
Wanda Stansbury, Esq.
Housing Authority of the City of Annapolis
1217 Madison Street
Annapolis, MD 21403

Re: Revised ACOP and HACA Lease for Amended 2013 PHA Plan Submission to HUD

Dear Ms. Wingate and Ms. Stansbury:

With this correspondence, I am forwarding a revised version of HACA's 2013 ACOP and Lease for submission to HUD as an amended submission of HACA's 2013 PHA Plan. Because the changes for the amended submission should be limited to those changes which were discussed and considered as part of the Public Hearing and Comment process, we limited the modifications to these documents to those items which were specifically considered during hearing and comment process. I believe I captured all of the topics discussed, but will be happy to make further modifications or corrections should you have additions or different recollections of the topics that were covered.

I used track changes for all substantive changes, however, I ended up turning track changes off for some of the formatting functions because it just got too unwieldy. In particular, the last few sections of the lease were particularly jumbled to start with, and they were even more so by the time I got through them. As a result, I basically had to re-format them completely to get them to work with the rest of the document. All changes to wording, including additions and deletions, are clearly marked with track changes and, where appropriate, with added comments to the side, so you will be able to easily see all substantive changes to the documents. Please note that the Pet Policy section in the ACOP was apparently removed and replaced with a stand-alone Pet Policy. I deleted that section from the Table of Contents in the ACOP. However, I do not have the electronic version of the stand-alone policy, so I was not able to make the changes agreed upon to that document. Accordingly, that policy still needs to be revised to delete the section requiring de-clawing of cats.

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www.mdlab.org
5.2013
LSC
Maryland Legal Services Corporation
United Way

We will definitely welcome the opportunity to begin the collaboration process with HACA for the 2014 PHA submission later this year or early in 2014 so we will have plenty of time for further collaboration and more fine-tuning of more parts of the documents (including the Administrative Plan, which we did not address this year). In the meantime, however, I think we are moving in a very productive and positive direction!

Please let me know if you have any questions or if we can do anything further to help with the amended 2013 PHA Plan submission.

Sincerely,

MARYLAND LEGAL AID

/s/

Lisa Marie Sarro

Enclosures:
HACA Lease in Word and PDF
2013 HACA ACOP in Word and PDF

haca

Housing Authority
City of Annapolis
Admission and Continued Occupancy Policy

1217 Madison Street
Annapolis Maryland 21403
410 -267-8000
TDD/TYY: Dial 711

Vincent O. Leggett, Executive Director

~~2012~~2013

EQUAL HOUSING OPPORTUNITY

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines The Housing Authority of the City of Annapolis's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of The Housing Authority of the City of Annapolis to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under The Housing Authority of the City of Annapolis's programs.

To further its commitment to full compliance with applicable Civil Rights laws, The Housing Authority of the City of Annapolis will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at The Housing Authority of the City of Annapolis office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of the City of Annapolis will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. The Housing Authority of the City of Annapolis will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of The Housing Authority of the City of Annapolis housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines The Housing Authority of the City of Annapolis will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, The Housing Authority of the City of Annapolis will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, The Housing Authority of the City of Annapolis will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, The Housing Authority of the City of Annapolis will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Annapolis will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Annapolis's business is housing. If the request would alter the fundamental business that The Housing Authority of the City of Annapolis conducts, that would not be reasonable. For instance, The Housing Authority of the City of Annapolis would deny a request to have The Housing Authority of the City of Annapolis do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, The Housing Authority of the City of Annapolis may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, The Housing Authority of the City of Annapolis retains the right to be shown how the requested accommodation enables the individual to access or use The Housing Authority of the City of Annapolis's programs or services.

If more than one accommodation is equally effective in providing access to The Housing Authority of the City of Annapolis's programs and services, The Housing Authority of the City of Annapolis retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by The Housing Authority of the City of Annapolis if there is no one else willing to pay for the modifications. If another party pays for the modification, The Housing Authority of the City of Annapolis will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, The Housing Authority of the

City of Annapolis will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

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3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Housing Authority of the City of Annapolis will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families.

4.0 FAMILY OUTREACH

The Housing Authority of the City of Annapolis will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, The Housing Authority of the City of Annapolis will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of the City of Annapolis will also try to utilize public service announcements.

The Housing Authority of the City of Annapolis will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Privacy Act Statement.
Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant. Electronic Income Verification (EIV) for anyone over the age of 18 can not be provided to anyone other

than the person whose income was verified. For youth under the age of 18, only the Head of Household on the same HACA lease as the youth can have access to that youth's EIV information. All EIV information requests must be made in writing.

6.0 REQUIRED POSTINGS

The Housing Authority of the City of Annapolis will post, at its main office located at 1217 Madison Street, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

D. Income Limits for Admission

E. Excess Utility Charges

F. Utility Allowance Schedule

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

L. Resident Safety Policy

M. Violence Against Women Act Policy

N. Non Smoking Policy

O. Non Car Washing Policy

P. Banning Policy

Q. Any current Housing Authority of the City of Annapolis Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. An application may be mailed to a potential applicant; however, applications will only be accepted in person during the hours of 9 AM to 4 PM M- F at: 1217 Madison Street Annapolis Maryland

Applications are taken to compile a waiting list. Due to the demand for housing in The Housing Authority of the City of Annapolis jurisdiction, The Housing Authority of the City of Annapolis may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and The Housing Authority of the City of Annapolis will verify the information.

The completed application will be dated and time stamped upon its return to The Housing Authority of the City of Annapolis.

Persons with disabilities who require a reasonable accommodation in completing an application may call The Housing Authority of the City of Annapolis to make special

arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD/TYY ACCESS NUMBER CAN BE REACHED BY DAILING: 711 ON ANY TELEPHONE.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list based on date and time of application, and preferences being assigned.

Upon receipt of the family's pre-application, The Housing Authority of the City of Annapolis will make a preliminary determination of eligibility. The Housing Authority of the City of Annapolis will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If The Housing Authority of the City of Annapolis determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority of the City of Annapolis will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of the City of Annapolis will ensure that verification of all eligibility, suitability, preferences, and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet The Housing Authority of the City of Annapolis screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

   a. Children temporarily absent from the home due to placement in foster care are considered family members.

   b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws.

6. A **remaining member of a tenant family** - To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. **Income eligibility**

1. To be eligible for admission to development units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to development units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy. (For the 1-28-04 income limits for Anne Arundel County, see Attachment "A")

4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of The Housing Authority of the City of Annapolis.

5. If the Housing Authority of the City of Annapolis acquires a property for public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

2. Family eligibility for assistance.

a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)

c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members provide a Social Security Card.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD or The Housing Authority of the City of Annapolis to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

b. A provision authorizing HUD or The Housing Authority of the City of Annapolis to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority of the City of Annapolis will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, The Housing Authority of the City of Annapolis employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Housing Authority of the City of Annapolis will consider objective and reasonable aspects of the family's background, including the following:

1. Incidences of not meeting financial obligations, especially rent;

2. Lack of ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. Incidences of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property; as well as incidents of being on HACA's banning list.

4. Incidences of disturbing neighbors or destruction of property;

5. Having committed fraud in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. Incidences of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Housing Authority of the City of Annapolis will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority of the City of Annapolis will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members;
3. Work history to determine a pattern of stable employment.
4. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records. Where the individual has lived outside the local area, The Housing Authority of the City of Annapolis may contact

law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

5. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

6. A check of the State's lifetime sex offender registration program for each Adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUNDS FOR DENIAL

The Housing Authority of the City of Annapolis is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have incidences of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

F. Have incidences of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

G. Have incidences of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of the City of Annapolis may waive this requirement if:

1. The person demonstrates to The Housing Authority of the City of Annapolis's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. Has successfully completed a supervised drug or alcohol rehabilitation program;

3. Has otherwise been rehabilitated successfully; or

M. Have engaged in or threatened abusive or violent behavior towards any The Housing Authority of the City of Annapolis staff or residents;

N. Have an applicant member who has ever been evicted from public housing;

O. Have a family household member who has been terminated under the certificate or voucher program;

P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

Q. **Denied for Life:** If any family member has been convicted of manufacturing producing methamphetamine in a public housing development or in a Housing Choice Voucher Program (HCVP) assisted property.

8.5 INFORMAL REVIEW

A. If the Housing Authority of the City of Annapolis determines that an applicant does not meet the criteria for receiving public housing assistance, The Housing Authority of the City of Annapolis will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority of the City of Annapolis will describe how to obtain the informal review.

The informal review may be conducted by any person designated by The Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to The Housing Authority of the City of Annapolis's decision. The Housing Authority of the City of Annapolis must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

B. The participant family may request that The Housing Authority of the City of Annapolis provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of

receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

HACA will maintain a Site Based Wait List system and will accept applications at its administrative office and at each development owned and/or managed under its jurisdiction. Each applicant will have an opportunity to select three developments that is most suitable to meet the housing needs of the applicant household..

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, and then in order of date and time of application; and preferences.

C. Any contacts between The Housing Authority of the City of Annapolis and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Housing Authority of the City of Annapolis will notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security Card information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

The Housing Authority of the City of Annapolis will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom The Housing Authority of the City of Annapolis has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Annapolis will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or

C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with The Housing Authority of the City of Annapolis will be sent a notice of termination of the process for eligibility.

The Housing Authority of the City of Annapolis will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, The Housing Authority of the City of Annapolis will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Annapolis, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of the City of Annapolis system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, The Housing Authority of the City of Annapolis will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application and preferences.

9.8 WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the HACA's Selection Criteria as defined in this policy.

The HACA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, in public housing. When such matching is required or permitted by current law, the HACA will give preference to qualified families. Each preference will be assigned points based on the weight of the preference for ranking

Families who reach the top of the waiting list will be contacted by the HACA to verify their preference and, if verified, the HACA will complete a full application for occupancy. Applicants must complete the application for occupancy and continue through the application processing and may not retain their place on the waiting list if they refuse to complete their processing when contacted by the HACA.

The HACA places applicants on the waiting lists based upon the date and time of application and eligibility for a weighted selection preference as set forth below:

- 11 Points Local Resident-Displacement
- 10 Points Non Resident-Displacement
- 9 Points Local Resident-Working Preference
- 8 Points Non Resident-Working Preference
- 7 Points Local Resident-Veteran
- 6 Points Non Resident-Veteran
- 5 Points Local-Self Sufficiency
- 4 Points Non-Resident Self Sufficiency
- 3 Points Local Resident-Sub Standard Housing
- 2 Point No Resident-Sub Standard Housing
- 1 Point Local Resident, No Preference

This selection preference is available to:

<u>11 Points – Displaced Local Resident:</u>

(a) individuals or families displaced by government action (i.e. required to move by

any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

- Domestic violence is when one person purposely causes physical or psychologically harm to another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.
- Dating Violence and abuse, also called intimate partner violence, is when one person purposely causes either physical or mental harm to another, including:
  - ✓ Physical abuse
  - ✓ Psychological or emotional abuse
  - ✓ Sexual assault
  - ✓ Stalking
  - ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

10 Points – Displaced Non-Local Resident:

(a) individuals or families displaced by government action (i.e. required to move by any level of government: federal, state or local) or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
(b) individuals who have been displaced by domestic violence and can document such:

- Domestic violence is when one person purposely causes physical or psychologically harm to another person they are dating, including sexual assault, physical abuse, and psychological/emotional abuse.
- Dating Violence and abuse, also called intimate partner violence, is when one person purposely causes either physical or mental harm to another, including:
  - ✓ Physical abuse
  - ✓ Psychological or emotional abuse
  - ✓ Sexual assault

- ✓ Stalking
- ✓ Isolation (controlling all of the victim's money, shelter, time, food, etc.)

(c) individuals or families who have been subjected to documented reprisals and/or hate crime. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property. It must be based on the person's race, color, religion, sex, national origin, handicap/disability or familial status; and/or
(d) individuals displaced due to the inaccessibility of a unit.

9 Points – Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

8 Points – Non Local Resident Working Preference:

This selection preference is available to individuals or families where

(a) the head of household must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) for, at least, twelve (12) months immediately prior to the date of placement. It must be apparent that the full-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of full- time self-employment (32 hours or more per week) immediately prior to the date of placement;

(b) the head of household is legally employed by an employer in a part-time capacity. The head of household must work for wages, commissions, or other consideration of value and can demonstrate part-time employment (20-31 hours per week) for, at least, twelve (12) months prior to the date of placement. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the head of household is able to demonstrate twelve (12) months of part-time self-employment, of not fewer than twenty (20) hours per week, immediately prior to the date of placement.

(c) An applicant will be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

7 Points – Local Resident Veteran preference: this preference is for families where the Head of Household has received an honorable discharge from the United States Armed Services.

6 Points – Non Local Resident Veteran preference: for families where the Head of Household has received an honorable discharge from the United States Armed Services.

5 Points –Local Resident: This preference is available to individuals or families who live or work in the City of Annapolis.

4 Points-Local Resident Self-Sufficiency: This preference is available to individuals or families who are willing to engage in self-sufficiency program to include; but, not limited to

programs offered by HACA and its Partner, who participate in community programs, employment skills, homeownership and other programs that are available that are designed to improve the quality of life of residents that ultimately move the family from public program assistance to non public program assistance.

3 Points-Non Resident Self-Sufficiency: This preference is available to individuals or families who are willing to engage in self-sufficiency program to include; but, not limited to programs offered by HACA and its Partner, who participate in community programs, employment skills, homeownership and other programs that are available that are designed to improve the quality of life of residents that ultimately move the family from public program assistance to non public program assistance.

2 Points –Local Resident: Living in Substandard Housing: This preference is available to applicants who live in substandard housing whose dwelling meets one or more of the following criteria:

- Is dilapidated and does not provide safe, adequate shelter and have one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety and well-being family.
- Does not have operable indoor plumbing.
- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not standard solely because, it does not contain sanitary and/or food preparation facilities in the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Code.
- Families who are residing with friends or relatives on a temporary basis will be included in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

1 Point - Non Resident-Substandard Housing:

- Is dilapidated and does not provide safe, adequate shelter and have one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety and well-being family.
- Does not have operable indoor plumbing.
- Does not have usable flush toilet in the unit for the exclusive use of the family.
- Does not have adequate, safe electrical service.
- Does not have an adequate, safe source of heat.
- Should, but does not, have a kitchen. Single Room Occupancy (SRO) Housing is not standard solely because, it does not contain sanitary and/or food preparation facilities in the unit.
- Has been declared unfit for habitation by a government agency.
- Is overcrowded according to Housing Quality Standards/Local/State Housing Code.
- Families who are residing with friends or relatives on a temporary basis will be included in the definition of "substandard."
- Families living in overcrowded conditions will be included in the definition of "substandard."

9.9 VERIFICATION OF PREFERENCE QUALIFICATION

The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

When the HACA anticipates that the family will be notified in the near future to complete a full application, the family will be sent a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference. The HACA will verify the preference before the applicant's interview is conducted.

Change in Circumstances:

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HACA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference.

9.10. PREFERENCE DENIAL

If the HACA denies a preference, the applicant will be placed on the waiting list without benefit of the preference.

The HACA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. The applicant will have 10 working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

Any applicant who falsifies documents or makes false statements in order to qualify for any preference will be removed from the waiting list with notification to the family.

9.11 FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the HACA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the Preference System. Other admissions required by court order will also take precedence over the preference system. If permitted by the court order, the HACA may offer the family a housing voucher.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 THAN TWO ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2*
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families or legally married couples with no children*

In determining bedroom size, The Housing Authority of the City of Annapolis will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex **may** share a bedroom.

B. Children of the opposite sex, both under the age of five (**5**) may share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the smaller size unit so long as generally no more (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of the City of Annapolis will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.2 SELECTION FROM THE WAITING LIST

The Housing Authority of the City of Annapolis shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. (See attachment "A" for a listing of HUD area median incomes for 1-28-04). To insure this requirement is met HACA shall perform quarterly quality assurance monitoring of incomes of the families on the waiting list. If it appears that the

requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The Housing Authority of the City of Annapolis will offer Senior Housing and services for the Glenwood development. Senior Housing is defined as persons 62 years of age or older and Disabled persons 62 years of age or older. Current residents of Glenwood who are non senior and/or non senior disabled will have the opportunity to remain at Glenwood or they may request an administrative transfer to another development, owned and managed by HACA.

10.3 DECONCENTRATION POLICY

It is The Housing Authority of the City of Annapolis's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of the City of Annapolis will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.4 DECONCENTRATION INCENTIVES

The Housing Authority of the City of Annapolis may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.5 OFFER OF A UNIT

The HACA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is called HUD Plan "A".

Under this plan, the HACA will administer site-based waiting lists. Each applicant will have the opportunity to select three developments within its jurisdiction that have available units of suitable size and type in the appropriate type of project. Plan A is based on one unit offer. Applicants will have an incentive to accept the unit offer, based on their selection of a preferred development (s.) Unless the applicant has good cause for refusing the unit offered, the applicant will be removed from the waiting list, once HACA has made an appropriate unit offer. If the applicant rejects a unit for good cause, the applicant will retain their place on the wait list based on selected location, preference, application date and time. The refusal of the unit and the information justifying the refusal of the unit will remain as part of the permanent resident file.

The HACA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

10.6. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals).

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The HACA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit. (As defined in 10.6)

The family will take the appropriate place on the waiting list according to the date they first applied.

10.7 TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 2 working days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the HACA will send a letter.

Applicants Unable to Take Occupancy

If an applicant is unable to take occupancy at the time of the offer for *"good cause,"* the applicant will not be removed from the waiting list.

Examples of *"good cause"* reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]
- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;
- For families who have a family member with a disability, inaccessibility to the medical provider or service provider.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.
- The unit is inappropriate for the applicant's disabilities.

10.8 REJECTION OF UNIT

If in making the offer to the family The Housing Authority of the City of Annapolis skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If The Housing Authority of the City of Annapolis did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. (As defined in 10.7).

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

10.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation and a "Good Neighbor" Pre-Occupancy Housekeeping Training when they are initially approved for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine damage charges, and a request

for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and The Housing Authority of the City of Annapolis will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to $50.00 or one month's Total Tenant Payment, whichever is greater, but not to exceed Two Hundred ($200.00) Dollars.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, The Housing Authority of the City of Annapolis counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, The Housing Authority of the City of Annapolis subtracts all mandatory deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

   a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

   b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they

complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;
        ii. Is funded by the Federal, State or local government;
        iii. Is operated or administered by a public agency; and
        iv. Has as its objective to assist participants in acquiring employment skills.

    b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

    a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

    b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

    c. Families who are or were, within 6 months, assisted under a State TANF program.

    (While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

    i. Amount of scholarships awarded under Title IV including Work Study

    j. Payments received under the Older Americans Act of 1965

    k. Payments from Agent Orange Settlement

    l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the Americorps Program

p. Additional income exclusions provided by and funded by The Housing Authority of the City of Annapolis

The Housing Authority of the City of Annapolis will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the

family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

The Housing Authority of the City of Annapolis will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Income information for Public Housing residents will first be verified using HUD's Electronic Verification (EIV) system. If there is a discrepancy between the tenant's reported income and the EIV information then third party verification will be conducted to insure the accuracy of the EIV income data. If there is no discrepancy, then no further verification need be conducted. EIV can not verify child support payments. Child support

income will be verified via the third party process.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from The Housing Authority of the City of Annapolis or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, The Housing Authority of the City of Annapolis will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if The Housing Authority of the City of Annapolis has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, The Housing Authority of the City of Annapolis will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, The Housing Authority of the City of Annapolis will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security.	Social Security card

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
	electronic reports	
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizen who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizen must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Annapolis will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of the City of Annapolis will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, The Housing Authority of the City of Annapolis will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizen must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If The Housing Authority of the City of Annapolis determines that a family member has

knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six or earlier if a Social Security Number has been issued.

The best verification of the Social Security number is the original Social Security card. If the card is not available, HACA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military Is, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. HACA will not require any individual who does not have a Social Security number to obtain a Social Security number, however HACA is required to apply for an alternate tenant identification number assigned by HUD.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Third party verification information must be dated within ninety (90) days of certification or (60) days of reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member verification of Social Security number will be obtained only once, at the time of admission to the program.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would

otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of"

A. 10% of monthly income

B. 30% of adjusted monthly income

C. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

The total tenant payment does not include charges for excess utility consumption or other charges.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon expiration of the 12 month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues then for the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase would have otherwise received.

13.3 MINIMUM RENT

The Housing Authority of the City of Annapolis has set a minimum rent in accordance with HUD regulations. The resident will be required to pay $50.00 as the minimum rent, unless HACA grants an exception due to financial hardship.

MINIMUM RENT HARDSHIP EXEMPTION

HACA has adopted a minimum rent of $50.00 per month, under the following criteria HACA may suspend the minimum rent:

When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program.

When the family would be evicted because it is unable to pay the minimum rent

When the income of the family has decreased because of changed circumstances including loss of employment

When a death has occurred in the family, and

Other circumstances determined by HACA or HUD

HACA will advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent request a hardship exemption, HACA must suspend the minimum rent, effective the following month. HACA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.

The suspension of minimum rent continues until HACA determines whether or not the hardship is temporary or long term.

If the hardship is verified to be temporary (less than 90 days) HACA will reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days) the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If HACA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and the HACA may not require the resident to make an escrow deposit to obtain the grievance hearing.

13.4 THE FLAT RENT

The Housing Authority of the City of Annapolis has set a flat rent for each public housing unit. In doing so, the PHA considered the location, quality, size of unit and the age of the unit; and any amenities, housing services, maintenance and utilities. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. The PHA must use a reasonable method to determine the flat rent for a unit. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Annapolis will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of the City of Annapolis will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, The Housing Authority of the City of Annapolis will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for The Housing Authority of the City of Annapolis. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Housing Authority of the City of Annapolis shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, The Housing Authority of the City of Annapolis will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to The Housing Authority of the City of Annapolis. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For The Housing Authority of the City of Annapolis paid utilities, The Housing Authority of the City of Annapolis will monitor the utility consumption of each household. Any consumption in excess of the allowance established by The Housing Authority of the City of Annapolis will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Requests for relief from surcharges for excess consumption of The Housing Authority of the City of Annapolis purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by The Housing Authority of the City of Annapolis on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 EXCESSIVE UTILITY PAYMENTS

Residents in units where the HACA pays the utilities will be charged for excess utilities if additional appliances or equipment are used in the unit. The charge shall be applied as specified in the lease.

Prior to any utility baseline imposed by the Housing Authority of the City of Annapolis, it will specifically take into account the overall condition of the dwelling unit and the ability of the resident to regulate the utility being consumed, in addition to being individually metered.

Consumption in excess of the established surcharges will be billed monthly to the tenant and is payable upon receipt of each billing cycle.

13.8 PAYING RENT AND SECURITY DEPOSIT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at Housing Authority Administrative Building located at 1217 Madison Street and Glenwood Apartments located at 701 Glenwood Street, Annapolis, MD. Reasonable accommodations for this requirement will be made for persons with disabilities. Partial payments are not accepted. As a safety measure, no cash shall be accepted as a rent payment

All rent not paid by the sixth (6th) day of each month will be assigned a late charge equal to five per cent of the current monthly rent as part of the rent for that month, not to

exceed Ten ($10.00) Dollars. Notwithstanding the foregoing, a late charge is not due and collectable until two weeks after the Authority gives written notice to the Tenant of such charges.

The security deposit is an amount equal to fifty (50.00) dollars or one month's Total Resident payment, whichever is greater, but not to exceed two hundred ($200.00) dollars.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or in the larger metropolitan area (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Annapolis shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Annapolis shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Annapolis shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of the City of Annapolis will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, The Housing Authority of the City of Annapolis may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, The Housing Authority of the City of Annapolis will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise The Housing Authority of the City of Annapolis whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Annapolis will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Annapolis will offer the family member(s) the opportunity to enter into an agreement to cure the non-compliance with the community service requirement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the ~~past~~ previous 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go~~es~~ toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or ~~fall~~ fails to cure non-compliance of the prior year's community service requirement ~~behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months~~during the current year, The Housing Authority of the City of Annapolis shall take action to terminate the lease at the expiration of the lease period during which the cure was to be made.

14.8 REMAINING MEMBER OF TENANT FAMILY – RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year and have been of legal age for the same period or at the discretion of HACA, a lesser period of time. In addition the household member will have to meet current HACA application standards for occupancy to include but not limited to credit check, and criminal background check. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family. A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

15.0 RECERTIFICATIONS

At least annually, The Housing Authority of the City of Annapolis will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Housing Authority of the City of Annapolis will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, The Housing Authority of the City of Annapolis will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in The Housing Authority of the City of Annapolis taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent

C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

F. The dates upon which The Housing Authority of the City of Annapolis expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, The Housing Authority of the City of Annapolis will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, The Housing Authority of the City of Annapolis may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with The Housing Authority of the City of Annapolis representative, they may make the selection on the form and return the form to The Housing Authority of the City of Annapolis. In such case, The Housing Authority of the City of Annapolis will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, The Housing Authority of the City of Annapolis will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of"

D. 10% of monthly income

E. 30% of adjusted monthly income

F. The minimum rent as established by the HACA

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Program participants must report the following changes to The Housing Authority of the City of Annapolis between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes upon annual recertification, except that such changes shall be reported sooner should there be an increase in household income as a result of a change in family composition. ~~within ten (10) days of their occurrence.~~

Comment [I1]: NOTE: This modification has been the subject of discussion between Legal Aid and HACA. This change to the ACOP makes the ACOP consistent with the terms of the current HACA lease.

Change in Family Composition

A member has been added to the family through birth or adoption or court-awarded custody.

A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Annapolis will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Increase in Income

Families must report all increases in income/assets of all household members at the time of the family's annual recertification, except that increases in income shall be reported sooner should there be a change in household income as a result of a change in family composition. ~~to the HACA in writing within 30 calendar days of the occurrence.~~

The HACA will conduct interim reexaminations when families report an increase in income of more than $1000.00 annually.

Comment [I2]: NOTE: This modification has been the subject of discussion between Legal Aid and HACA. This change to the ACOP makes the ACOP consistent with the terms of the current HACA lease.

Decrease In Income

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment such as an increase in allowances or deductions. The HACA must calculate the change if a decrease in income is reported.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, The Housing Authority of the City of Annapolis will take timely action to process the interim reexamination and recalculate the tenant's rent.

The HACA will process rent adjustments whenever there is a decrease or increase in income.

Flat Rent Participants

Families paying flat rent are not required to report any increases in income or assets annually. However, the family electing flat rent is required to report increase in income and assets during the scheduled reexamination every three years.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, The Housing Authority of the City of Annapolis may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent

increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

C. To facilitate relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting The Housing Authority of the City of Annapolis's deconcentration goal.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 TRANSFER PRIORITIES

1. **Priority 01 – Emergency/Administrative Transfer:** to address an emergency situation that poses an immediate threat to the life, health, or safety of a Family or one of its members, such as fire in or defects in an occupied unit and to address hate crimes of domestic violence, the safety of witnesses to a crime, or a law enforcement matter and/or severely underhoused. Emergency Transfers will take precedence over new admissions;
2. **Priority 02 – Redevelopment/Modernization:** to facilitate relocation when required by redevelopment, modernization or other management efforts. Redevelopment and Modernization Transfers will take precedence over new admissions;
3. **Priority 03 – Medical Transfer:** to address a verifiable health condition of a Family member;
4. **Priority 04 – Underhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that there is extreme overcrowding. "Extreme overcrowding exists when the Family size exceeds the maximum number of persons and composition for the number of bedrooms in the unit;
5. **Priority 05 – Overhoused Transfer:** when the Property Manager with the concurrence of the Director of Affordable Housing determines that the tenant is "over-housed" An Overhoused condition exists when the family/resident is in a unit that is too large based on the Family size.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 INCENTIVE TRANSFERS-TREATED AS AN ADMINISTRATIVE TRANSFER

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Families approved for such transfers will meet the following eligibility criteria:

A. Have been a tenant for three years;

B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;

D. The family is current in the payment of all charges owed The Housing Authority of the City of Annapolis and has not paid late rent for at least one year;

E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above priorities and within each priority by date and time.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

A. If the family rejects with good cause any unit offered, they will not lose their

place on the transfer waiting list.

B. If the transfer is being made at the request of The Housing Authority of the City of Annapolis and the family rejects two offers without good cause, The Housing Authority of the City of Annapolis will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet The Housing Authority of the City of Annapolis's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by The Housing Authority of the City of Annapolis in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

B. When action or inaction by The Housing Authority of the City of Annapolis has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with The Housing Authority of the City of Annapolis. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, The Housing Authority of the City of Annapolis may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority of the City of Annapolis will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Housing Authority of the City of Annapolis will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of The Housing Authority of the City of Annapolis and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in The Housing Authority of the City of Annapolis file and a copy given to the family member. An authorized Housing Authority of the City of Annapolis representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of the City of Annapolis damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Housing Authority of the City of Annapolis and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Housing Authority of the City of Annapolis will inspect each public housing unit annually to ensure that each unit meets The Housing Authority of the City of Annapolis's

housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by The Housing Authority of the City of Annapolis.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, The Housing Authority of the City of Annapolis will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections The Housing Authority of the City of Annapolis will give the tenant at least forty-eight (48) hour written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of The Housing Authority of the City of Annapolis has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident

that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The Housing Authority of the City of Annapolis conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

17.9 EGRESS INSPECTION AND REQUIREMENTS

The Housing Authority of the City of Annapolis conducts an annual Egress inspection to ensure that any item(s) that blocks the only entrance or exit to a room or to the unit is removed. Air Conditioner unit must be portable. Window air conditioner units are prohibited. If an Egress violation is noted, the resident will have forty-eight (48) hours to cure the violation. Failure to cure the violation will result in a lease violation subject to lease termination.

18.0 REPAYMENT AGREEMENTS

When a resident owes The Housing Authority of the City of Annapolis back charges and is unable to pay the balance by the due date, the resident may request that The Housing Authority of the City of Annapolis allow them to enter into a Repayment Agreement. The Housing Authority of the City of Annapolis has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

19.0 TERMINATION

19.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

19.2 TERMINATION BY THE HOUSING AUTHORITY

The Housing Authority of the City of Annapolis will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of the City of Annapolis will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the sixth (6th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

H. Destruction of property;

I. Acts of destruction, to include but not limited to defacement, tenant or guest caused fires, removal of any part of the premises, and failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of The Housing Authority of the City of Annapolis;

K. Non-compliance with Non-Citizen Rule requirements;

L. Permitting persons not on the lease to reside in the unit more than fourteen (14) consecutive days each year without the prior written approval of the Housing Authority;

M. Residents are prohibited from permitting the use of their respective addresses by anyone other than approved household members;

N. Residents are prohibited from having persons on the Banned HACA list within Respective units, and

O. Failure to comply with Egress safety and inspection requirements

P. Other good cause.

The Housing Authority of the City of Annapolis will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.0 RETURN OF SECURITY DEPOSIT

After a family moves out, The Housing Authority of the City of Annapolis will return the security deposit within forty-five (45) days after Tenant moves out. The authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or

guests or to pay the cost of any rent or any other charges owed by Tenant, so long as the Tenant furnishes the Authority with a forwarding address. If any deductions are made, the authority will furnish Tenant with a written statement of any such costs for dames and or other charges deduction from the security deposit. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

HUD APPROVED

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to disaster relief laws. *[1937 Act]*

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. (24 CFR 5.100). Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802). ~~Drug trafficking or the illegal use or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.~~

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

A. Is determined to be essential to the care and well- being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median

for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held

in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

2. Is manifested before the person attains age 22;

3. Is likely to continue indefinitely;

4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. To be considered the remaining member of the tenant family, the person must have been previously approved by the HACA to be living in the unit for at least one year.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:

   a. 30% of the family's monthly adjusted income;

   b. 10% of the family's monthly income; or

   c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

   If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a) (1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Violence Against Woman Act:

- **Domestic Violence**

  Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person sho is cohabitating with or has cohabitated with victim as a spouse, by a

person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Dating Violence**

  Violence committed by a persons (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

- **Stalking**
  Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as result of; such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

- **Immediate Family**
  Immediate family member is defined to mean, with respect to a person (A) a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the care of a child or any other person living in the household of that person and is related to that person by blood or marriage.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

U. S. Department of Housing and Urban Development
Office of Housing
OMB Approval No. 2502-0204

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking (collectively "domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form by the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. Date written request is received from owner or management agent: _____

2. Name of victim:

_____

3. Your name (if different):

_____

4. Name(s) of other family members listed on the lease:

_____

_____

5. Name of the abuser:

_____

6. Relationship of the abuser to the victim:

_____

7. Date of incident:

_____

8. Time of incident:

_____

9. Location of incident:

_____

{Page two must be completed and attached to this form.}

Description of Incident:

In your own words, describe the incident (Attach more sheets if needed. Initial and number each attachment.):

This is to certify that the information provided is true and correct, and that the individual named above in Item 2 is a victim of domestic violence, dating violence, or stalking. The incident(s) in question is a bona fide incident(s) of such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program

eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted property.

Signature _____ Executed on (Date) _____

Pursuant to 42 U.S.C. 1437f(ee)(2)(A), all information provided to an owner or management agent related to the incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the owner or management agent and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is:

(1) Requested or consented to by the victim in writing;

(2) Required for use in an eviction proceeding or termination of assistance; or

(3) Otherwise required by applicable law

The U.S. Department of Housing and Urban Development (HUD) under the Public Housing Assessment System (PHAS) measures the performance of public housing agencies on an annual basis. One component of the PHAS is the Management Assessment Sub-System (MASS) which measures the public housing agency's performance in the areas of vacant unit turnaround, Capital Fund, work orders, annual inspection of units and systems, security and economic self sufficiency. Sub-Indicator 5: Security requires a Board adopted policy governing:

The Housing Authority will engage and perform the following:

- Tracking and reporting monthly crime statistics
- Tracking and reporting crime-related issues and problems
- Engage a cooperative partnership for tracking and reporting crime information and data to and receiving statistical information from the Local Police Authorities
- Screening and denying of admission to applicants with a history of crime-related activities, including drug-related activity, crimes of violence, disruptive alcohol abuse behavior, persons listed on the state sex offender's registration list and persons listed on HACA' Banned List.
- Tracking the number of resident evictions for drugs, criminal-related activity to include crimes of violence and disruptive alcohol abuse, which are determined to be on the state sex offender's registration list.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

1217 Madison Street

410-267-8000*Fax 401-267-8290*TYY/TDD: Dial 711 on any telephone

RESIDENTIAL LEASE AGREEMENT

1. LEASE SUMMARY

Name of Tenant _____ Client No._____

Head of Household

Tenant_____

Co head or Spouse

Unit No. _____ Number of Bedrooms _____

Address _____

_____

Monthly Rent $_____ Effective Date _____

2. **PARTIES:** This Lease is between the Housing Authority of the City of Annapolis ("HACA" or "Authority") and the Tenant or Tenants listed in Section 1 ("Tenant".) Each Tenant of legal age is responsible for performance of all obligations under this Lease, including but not limited to payment of Rent. Persons not listed in Section 5 have no tenancy rights.

Reviewed _____/_____/_____

Initial _____

3. **DWELLING UNIT:** Pursuant to this Lease, HACA is renting to Tenant the Unit described in Section 1. Except where otherwise indicated, the term "Unit" refers to the apartment unit and adjacent area assigned for Tenant's exclusive use.

4. **LEASE TERM AND RENEWAL:** The term of this Lease is one (1) year. The Lease will be automatically renewed for the same period unless earlier terminated by HACA or Tenant pursuant to this Lease.

5. **HOUSHOLD MEMBERS: The Tenant's household is composed of the individuals listed below and only those persons may live in the Unit:**

NAME	RELATIONSHIP to Head of House-Hold	AGE & BIRTH DATE	SOCIAL SECURITY Number

Reviewed _____/_____/_____
Initial _____

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Advancing Human Rights and Justice for All

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5.2013

July 3, 2013 BY ELECTRONIC MAIL

Housing Authority of the
City of Annapolis
Attn.: Wanda R. Stansbury
1217 Madison Street
Annapolis, MD 21403

Subject: Revisions to HACA Grievance Policy and Procedure

Dear Ms. Stansbury:

Thank you for providing us with a revised HACA Grievance Policy and Procedure, and for allowing us the opportunity to suggest modifications. It is clear that your proposed revision is the result of a great deal of time and effort. As you indicated, implementing a legally sound yet understandable Grievance Policy and Procedure will benefit residents as well as HACA staff. Your revision mirrored, in many respects, federal regulations for public housing grievance procedures and used section numbers that largely correspond to similarly numbered Code of Federal Regulations (CFR) sections. We reviewed your revision against those federal regulations and made changes only where we felt it necessary to accurately reflect the meaning of the regulation.

We noticed that your proposed revision applies to public housing only and not the Housing Choice Voucher program. We considered modifying your document to combine the grievance policies for both programs but decided to separate them because (1) they are governed by separate regulations and (2) the procedures (and rights of the parties) differ for the two programs.

In addition to the modified Grievance Policy and Procedure for public housing, we enclose a Grievance Policy and Procedure for the Housing Choice Voucher program that we created based on HACA's Housing Choice Voucher program Administrative Plan (specifically, Section 16) as well as the corresponding federal regulations, 24 CFR 982, Subpart L. We started with the Administrative plan you and Ms. Wingate provided (which appears in black type) and modified it to mirror, to the extent possible, the applicable federal regulations (modifications appear in red type). We also added section numbers that correspond with the applicable federal regulations to be consistent with the format of your revision of the public housing Grievance Policy and Procedure and moved one section forward to its section-number-ordered position.

Please review our proposed changes to the Grievance Policy and Procedure for Public Housing Residents and Applicants, and our proposed (new) Grievance Policy and Procedure for Housing Choice Voucher Program Participants and Applicants. If

acceptable, we recognize that they then would have to be subject to notice and public comment. We are willing to participate in this process and assist wherever needed, answer any questions HACA or the Board of Commissioners may have, and make changes if necessary.

We look forward to continuing to work collaboratively with you on this very important project. Please let us know next steps to keep this process moving forward.

Sincerely,

Margaret M. Leonard

Amy B. Siegel

Enclosures

Copy to: H. Miranda Wingate, HACA

haca

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

GRIEVANCE POLICY AND PROCEDURE FOR PUBLIC HOUSING RESIDENTS AND APPLICANTS

(The policies and procedures respecting the grievance rights of Housing Choice Voucher program participants and applicants begin at Sec. 982.)

(The Housing Authority of the City of Annapolis hereby sets forth its policies and procedures respecting its public housing tenants' and applicants' grievance rights in accordance with the U.S. Department of Housing and Urban Development's Public Housing Lease and Grievance Procedure, 24 Code of Federal Regulations Part 966.)

The following provisions are divided into sections that are intended to correspond with similarly numbered provisions of the Code of Federal Regulations. They are intended to comply with those regulations. However, to the extent that this Policy may conflict with applicable federal regulations, the regulations are controlling.

Sec. 966.50 Purpose and Scope

All grievances concerning the obligations of a Tenant and/or members of the Tenant's household and the Housing Authority of the City of Annapolis ("Housing Authority"), or any Housing Authority action or failure to act involving the Tenant's lease or or Housing Authority regulations, which adversely affect the Tenant's rights, duties, welfare or status in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), shall be resolved in accordance with this "Grievance Policy and Procedure" ("Policy").

Sec. 966.51 Applicability

(a) This Policy is applicable to all individual grievances with respect to the Housing Authority's action or its failure to act in accordance with the individual's lease or HUD and/or Housing Authority regulations which adversely affect the individual's rights, duties, welfare, or status except that this Policy shall not be applicable to any termination of tenancy or eviction that involves:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other ~~Complainants~~ Tenants or employees of the Housing Authority;

(2) Any violent or drug-related criminal activity on or off such premises;

(3) Any criminal activity that resulted in felony conviction of a household member.

This Policy is applicable to an applicant who is denied admission to public housing based on alleged criminal activity.

(b) The Housing Authority may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction related to Sec. 966.51 (1-3) of this Policy. In the case of a grievance under the expedited procedure, Sec. 966.54 herein (informal discussion and settlement) is not applicable.

(c) HUD has determined that the Maryland procedure for: (1) An action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An action for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with HUD's due process determination. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Housing Authority is not required to afford an opportunity for a hearing in the above circumstances, and the Housing Authority has excluded the offer of the grievance procedure for terminations of tenancy/evictions as set forth above.

(d) Further, this Policy shall not be applicable to disputes between ~~individuals~~ Tenants not involving the Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of ~~individuals~~ Tenants and Housing Authority's Board of Commissioners.

Sec. 966.52 Requirements

(a) A Tenant may dispute, within the timeframes and procedures established herein, any Housing Authority action or failure to act, which actions include, but are not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice to transfer.

(b) Tenants and resident organizations will be given at least 30 days notice of any proposed changes to this Policy and an opportunity to present written comments, which shall be considered by the Housing Authority before adoption of any changes.

(c) A copy of this Policy shall be given to each tenant and to resident organizations.

Sec. 966.53 DEFINITIONS:

(a) *COMPLAINANT* shall mean any Tenant~~,~~ or Applicant ~~and/or Section 8 Participant~~ whose grievance is presented to the Housing Authority for an informal meeting and settlement with HACA and a Hearing Panel as defined herein.

(b) *ELEMENTS OF DUE PROCESS*~~,~~ shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant/Complainant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Complainant to be represented by legal counsel at the expense of the Complainant~~.~~;

(3) Opportunity for the Complainant to refute the evidence presented ~~in the Complainant file and/or presented~~ during the informal meeting and settlement by HACA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have~~.~~;

(4) A decision on the merits.

(c) *GRIEVANCE* shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions and Continued Occupancy Policy (ACOP), ~~Section 8 Administrative Plan~~ or other HACA policies, and/or HUD regulations, which action or omission of an act adversely affects the individual Complainant's rights, duties, welfare or status.

(d) *HOUSING AUTHORITY or HACA or PHA* shall mean the Housing Authority of the City of Annapolis.

(e) *HEARING PANEL* shall mean a panel of five impartial individuals appointed by the Board of Commissioners to hear grievances and render a decision with respect thereto. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Center.

(f) *HUD* shall mean the United States Department of Housing and Urban Development.

(g) *POLICY* shall mean the "Grievance Policy and Procedure" contained herein.

(h) *TENANT* shall mean the adult person (or persons, other than a live-in aide):

(1) Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit; or

(2) Who resides in the unit, and is the remaining head of household of the ~~complainant~~ tenant family residing in the dwelling unit~~;~~. ~~or~~

~~(3) Who is an applicant on the public housing and/or Section 8 waiting list and/or a person who is a participant of the Housing Choice Voucher Program.~~

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Sec. 966.54 ~~Mandatory~~ Informal Meeting & Settlement of Grievance

(a) Beginning the Grievance Process. To begin the grievance process, a Tenant or Applicant, within ten (10) business days of receipt of a notice of lease termination~~,~~ admission denial letter, ~~program assistance termination~~ or any other notice ~~that poses~~ of an adverse action to the household or a member of the household, **must first** present a verbal or written request for the grievance procedure to the Property Manager or a Housing Authority official.

(b) Informal ~~Discussion and Settlement~~ Meeting. After presenting the grievance in accordance with 966.54 (a), the Tenant or Applicant then becomes a Complainant. The Complainant ~~and~~ shall ~~then~~ next be entitled to an informal discussion and settlement ~~without a hearing~~ of the grievance within ~~ten (10) business days~~ a reasonable time of receiving such notice, or, in the case of an Applicant, to a Hearing Panel Hearing.

(c) Summary of Discussion or Settlement. A summary of the discussion and any settlement ~~offered~~ must be prepared within twenty-four (24) hours of the discussion by the Property Manager or other Housing Authority official involved. ~~in the discussion with the Complainant and~~ ~~c~~Copies shall be hand delivered and sent by first class mail to both the Housing Authority Compliance Department and

the Complainant. The Compliance Department must place a copy of the summary of the discussion and settlement offered in the Tenant's file and in the Complainant's pending grievance file.

(d) Contents of the Summary. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

(e) Failure to Properly Initiate Grievance. The failure of the Complainant to properly initiate the ~~g~~Grievance Policy and Procedure by making a verbal or written request for ~~an informal discussion and settlement~~ the grievance procedure within ten (10) business days of the receipt of notice of adverse action (termination, rent increase, transfer, etc.) will forfeit the Complainant's right to an informal discussion and settlement, and to an informal hearing by the Hearing Panel, except for good cause shown pursuant to Sec. 966.55(d).

Sec. 966.55 PROCEDURES TO OBTAIN A HEARING PANEL HEARING

(a) Written Request for a Hearing. ~~If the Complainant complies with the grievance procedures for a discussion and informal settlement in accordance with Sec. 966.54 (a) above and 24 CFR 966.54, which is a prerequisite to a hearing (CFR 966.55(d)), and deems the settlement offered unsatisfactory, then in accordance with 24 CFR 966.55(a)~~ t The Complainant shall ~~may~~ submit a written request for a hearing to the Housing Authority or the Property Manager within ten (10) business days of receiving the summary of the informal discussion. ~~and settlement offered pursuant to 24 CFR 966.54.~~

(b) Contents of the Written Request. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought (the action the Complainant wants the Housing Authority to take).

(c) Failure to Request a Hearing with Hearing Panel. If the Complainant fails to timely request a hearing with the Hearing Panel after ~~compliance with~~ the informal discussion and settlement ~~procedure or fails to submit a timely request~~

~~for a hearing~~, then the Housing Authority's disposition of the grievance under the informal settlement procedure in accordance with 24 CFR 966.54 shall become final. However, failure to request a hearing shall not constitute a waiver by the Complainant of his or her right to contest the Housing Authority's action in an appropriate judicial proceeding.

(d) Show Good Cause. If the Complainant failed to ~~comply with Sec. 966.54 (a) by failing to~~ request an informal discussion and settlement and desires a grievance hearing, Complainant must request a grievance hearing in writing within ~~ten (10) business days~~ a reasonable time ~~of notice of adverse action~~ and must show good cause to the Hearing Panel why he or she failed to ~~proceed in accordance with 966.54 (a) in order for the Hearing Panel to waive this prerequisite or condition precedent to a grievance hearing. 24 CFR 966.55(d).~~ timely request an informal settlement. If the Hearing Panel finds good cause, it shall waive this prerequisite and proceed to a hearing.

(e) Failure Not a Waiver. A Complainant's failure to request a hearing with the Hearing Panel shall not constitute a waiver by the Complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate court proceeding, or to appeal to the Board of Commissioners only in a case where a federal regulation and/or Housing Authority policy has been violated.

(f) Escrow Deposit for Rent Violations. Before a hearing is scheduled in any grievance involving the amount of rent (defined in 24 CFR 966.4(b)) that the Housing Authority claims is due, the Complainant must pay an escrow deposit to HACA in an amount equal to the amount of rent due and payable as of the first of the month~~,~~ preceding the month in which the act or failure to act took place. 24 CFR 966.55~~(2)~~(e). ~~In the case of monthly rent going forward~~ After the first deposit, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

(g) Escrow Waiver. HACA must waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 CFR 5.630 or 5.615.

(h) Escrow Non-Payment. Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the Complainant's grievance procedure.~~, provided that f~~ Failure to make payment shall not constitute a waiver of any right the Complainant has to contest the Housing

Authority's disposition of the grievance in any appropriate judicial (court) proceeding.

(i) Scheduling the Hearing. When timely and properly requested ~~and granted~~, a grievance hearing will be scheduled and conducted ~~within ten (10) business days by an impartial Hearing Panel and scheduled~~ at a time and place reasonably convenient for the Complainant, the Housing Authority and the Hearing Panel.

(j) Written Notification. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by the Housing Authority.

(k) Complaint to HUD. The Complainant may make a complaint ~~request~~ to HUD if he or she ~~it~~ believes the Housing Authority's notice of adverse action was based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

(l) Composition of Hearing Panel. The Hearing Panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Anne Arundel Conflict Resolution Center. The Complainant representative or any other member on the Hearing Panel shall not be an employee or agent of the Housing Authority.

(m) Presiding Officer. The members of a Hearing Panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

(n) Notice to Complainant. The Complainant shall be informed of the composition of the hearing panel that will hear the grievance. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing.

(o) Hearing Panel Member Disqualification. A Hearing Panel member may be disqualified from sitting on the Hearing Panel if the member: (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA; or (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a Hearing Panel member is disqualified, the

remaining Hearing Panel members shall decide the issue, provided there is still a quorum.

(p) A Quorum. A minimum of three panel members shall constitute a quorum. The Hearing Panel's decision must be made by a majority vote unless the panel is composed of only three members, in which case the vote must be unanimous to decide against the Tenant.

Sec. 966.56 Procedures Governing the Hearing

(a) Hearing Panel. The hearing shall be held before a Hearing Panel as defined above.

(b) Location of Hearing. The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.

(c) Fair Hearing. The Complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity before the grievance hearing to examine all information regarding the adverse action and presented to the Hearing Panel, and all Housing Authority documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at the Complainant's expense. When no informal settlement meeting is held the Hearing Panel will provide the Complainant an opportunity to review the material prior to the start of the hearing proceedings. If the Housing Authority does not make the document available for examination upon request by the Complainant, the Housing Authority may not rely on such document(s) at the grievance hearing. 24 CFR 966.56(b)(1).

(2) The right to be represented by counsel or other person(s) chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.

(3) The right to a private hearing unless the Complainant requests a public hearing.

(4) The right to present evidence and arguments in support of ~~Tenant's~~ Complainant's complaint, to controvert evidence relied on by the Housing Authority or project manager~~r~~ment, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.

(5) A decision based solely and exclusively upon the facts presented at the hearing.

(d) Failure to Appear. If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed ten (10) business days or make a determination that the party has waived his or her right to a hearing.

(e) Notification of Determination by Hearing Panel. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel:~~,~~ ~~p~~Provided, that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any ~~does not waive the~~ right of the Complainant to contest the Housing Authority's disposition of the grievance to the Board of Commissioners in accordance with applicable federal regulations ~~in the instance of policy and/or regulatory violation(s) only~~ and/or in an appropriate judicial proceeding.

(f) ~~Burden of Proof~~ At the Hearing. ~~At the hearing, t~~ The Complainant must first make a showing of an entitlement to the relief sought (that the Complainant has met the procedural prerequisites to obtain a Hearing Panel Hearing ~~burden of proof~~) and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.

Comment [M1]: "Burden of proof" does not appear in the corresponding regulation, 24 CFR 966.56(e), which references only the PHA's "burden of justifying" its action or failure to act.

(g) Informal Hearing. The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(h) Conduct During Hearing. The Hearing Panel shall require the Housing Authority, the Complainant, the Complainant's counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party by granting or denying the relief sought, as appropriate.

(i) ~~Reasonable~~ Accommodations for Persons with Disabilities. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a ~~certified~~ qualified sign language interpreter, reader, and accessible locations and attendants. If the Complainant is visually impaired, any notice to the Complainant

that is required under this Policy will be in an accessible format ~~and/or an agreeable format for both parties~~.

(j) Transcripts of Hearing. The Complainant or the Housing Authority may arrange, in advance at the expense of the party requesting the arrangement, for a transcript of the hearing.

Sec. 966.57 DECISION OF THE HEARING PANEL

(a) Written Decision. The Hearing Panel shall prepare a written decision, together with the reasons therefore, within ten (10) business days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the Complainant's Grievance and Tenant folder(s). A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective Complainant, their representative, or the Hearing Panel. ~~All requested~~ The Housing Authority will provide documents such as: recording, transcript and copies from the file ~~will be~~ at the Complainant's expense based on reasonable costs associated with the request.

(b) Binding. The decision of the Hearing Panel shall be binding on the Housing Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision, subject to the Complainant's right to appeal to the Board of Commissioners as described in (d) below.

(c) Final Notice to Vacate. If the Hearing Panel upholds the Housing Authority's action to terminate the tenancy of a Complainant, the Housing Authority shall not commence an eviction or ejectment action in State or local court until after it has served a final notice to vacate to the Complainant, and in no event shall the final notice to vacate be issued prior to the decision of the Hearing Panel having being mailed or delivered to the Complainant. Such final notice to vacate must be in writing and specify that if the Complainant fails to quit (leave) the premises within the applicable statutory period or on the termination date appropriate action will be brought against the respective Complainant and he or she may be required to pay court costs and attorneys' fees.

(d) Right to Appeal to Board of Commissioners. If a Complainant is dissatisfied with the Hearing Panel's decision, the Complainant may appeal to the Board of Commissioners only if:

(1) the grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations, which adversely affect the Complainant's rights, duties, welfare of status; or

(2) the decision of the Hearing Panel is contrary to a specific applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority in accordance with 24 CFR 966.57(b) (1-2).

(e) Right to Appeal in Judicial Proceeding. A decision by the Hearing Panel or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant ~~in whole or in part~~ may have to a trial de novo or judicial review in any judicial proceedings ~~to contest the Housing Authority's action or inaction~~ which may thereafter be brought in the matter in accordance with 24.CFR 966.57(b)and(c.).

(f) Right to Refer to HUD. Additionally, each Complainant and/ or their respective representative(s) have a right to refer complaints to HUD if the Complainant believes the Housing Authority's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

Sec. 966.58 Grievance File Management

(a) Separate File. Upon receiving a request for a grievance hearing or appeal or review of a HACA decision by a Complainant, the Housing Authority shall create a separate file from its Tenant file for the Complainant, which shall only contain documents related to the grievance hearing.

(b) Case Number. Each grievance file shall be assigned an individual case number.

Sec. 966.59 Notices

(a) Delivery. All notices under this grievance Policy shall be deemed delivered:

(1) upon personal service upon the Complainant or an adult member of the Complainant's household; or

(2) upon the date ~~receipted~~ received and signed for or refused by the addressee, in the case of certified or registered U.S. Mail; or

(3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

(b) Delivery to Visually Impaired. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

Sec. 966.60 MODIFICATION

(a) Approval of Board of Commissioners. This grievance Policy may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority present at a regular meeting or a special meeting called for such purposes.

(b) Notice to Tenants. In addition to the forgoing, any changes proposed to be made to this grievance Policy must provide for at least thirty (30) days advance notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and any changes must be approved by the Board of Commissioners before final adoption of any amendments hereto.

DRAFT

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

GRIEVANCE POLICY AND PROCEDURE FOR PUBLIC HOUSING RESIDENTS AND APPLICANTS

(The policies and procedures respecting the grievance rights of Housing Choice Voucher program participants and applicants begin at Sec. 982.)

(The Housing Authority of the City of Annapolis hereby sets forth its policies and procedures respecting its public housing tenants' and applicants' grievance rights in accordance with the U.S. Department of Housing and Urban Development's Public Housing Lease and Grievance Procedure, 24 Code of Federal Regulations Part 966.)

The following provisions are divided into sections that are intended to correspond with similarly numbered provisions of the Code of Federal Regulations. They are intended to comply with those regulations. However, to the extent that this Policy may conflict with applicable federal regulations, the regulations are controlling.

Sec. 966.50 Purpose and Scope

All grievances concerning the obligations of a Tenant and/or members of the Tenant's household and the Housing Authority of the City of Annapolis ("Housing Authority"), or any Housing Authority action or failure to act involving the Tenant's lease or or Housing Authority regulations, which adversely affect the Tenant's rights, duties, welfare or status in accordance with the dwelling lease and/or regulations of the United States Department of Housing and Urban Development ("HUD"), shall be resolved in accordance with this "Grievance Policy and Procedure" ("Policy").

Sec. 966.51 Applicability

(a) This Policy is applicable to all individual grievances with respect to the Housing Authority's action or its failure to act in accordance with the individual's lease or HUD and/or Housing Authority regulations which adversely affect the individual's rights, duties, welfare, or status except that this Policy shall not be applicable to any termination of tenancy or eviction that involves:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other ~~Complainants~~ Tenants or employees of the Housing Authority;

(2) Any violent or drug-related criminal activity on or off such premises;

(3) Any criminal activity that resulted in felony conviction of a household member.

This Policy is applicable to an applicant who is denied admission to public housing based on alleged criminal activity.

(b) The Housing Authority may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction related to Sec. 966.51 (1-3) of this Policy. In the case of a grievance under the expedited procedure, Sec. 966.54 herein (informal discussion and settlement) is not applicable.

(c) HUD has determined that the Maryland procedure for: (1) An action for summary eviction in District Court under MD Code Ann., Real Property, Sections 8-401 to 403; (2) An action for ejectment in Circuit Court under MD. Code Ann., Cts. 7 Jud. Proc. 4-402; and (3) An action for ejectment in Circuit Court under MD Rules Ann. Ch. 1100, T40 to T46 comports with HUD's due process determination. Pursuant to 42 U.S.C. 1437d(k) and 25 C.F.R. Section 966.51 the Housing Authority is not required to afford an opportunity for a hearing in the above circumstances, and the Housing Authority has excluded the offer of the grievance procedure for terminations of tenancy/evictions as set forth above.

(d) Further, this Policy shall not be applicable to disputes between ~~individuals~~ Tenants not involving the Housing Authority or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of ~~individuals~~ Tenants and Housing Authority's Board of Commissioners.

Sec. 966.52 Requirements

(a) A Tenant may dispute, within the timeframes and procedures established herein, any Housing Authority action or failure to act, which actions include, but are not limited to, notice of lease termination, notice of rent adjustment, monthly statement of rent, and notice to transfer.

(b) Tenants and resident organizations will be given at least 30 days notice of any proposed changes to this Policy and an opportunity to present written comments, which shall be considered by the Housing Authority before adoption of any changes.

(c) A copy of this Policy shall be given to each tenant and to resident organizations.

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

Sec. 966.53 DEFINITIONS:

(a) *COMPLAINANT* shall mean any Tenant~~,~~ or Applicant ~~and/or Section 8 Participant~~ whose grievance is presented to the Housing Authority for an informal meeting and settlement with HACA and a Hearing Panel as defined herein.

(b) *ELEMENTS OF DUE PROCESS*~~,~~ shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the Tenant/Complainant of the grounds for terminating the tenancy and for eviction;

(2) Right of the Complainant to be represented by legal counsel at the expense of the Complainant~~.~~;

(3) Opportunity for the Complainant to refute the evidence presented ~~in the Complainant file and/or presented~~ during the informal meeting and settlement by HACA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Complainant may have~~.~~;

(4) A decision on the merits.

(c) *GRIEVANCE* shall mean any dispute which a Complainant may have with respect to the Housing Authority's action or failure to act in accordance with Complainant's lease, the Admissions and Continued Occupancy Policy (ACOP), ~~Section 8 Administrative Plan~~ or other HACA policies, and/or HUD regulations, which action or omission of an act adversely affects the individual Complainant's rights, duties, welfare or status.

(d) *HOUSING AUTHORITY or HACA or PHA* shall mean the Housing Authority of the City of Annapolis.

(e) *HEARING PANEL* shall mean a panel of five impartial individuals appointed by the Board of Commissioners to hear grievances and render a decision with respect thereto. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Center.

(f) *HUD* shall mean the United States Department of Housing and Urban Development.

(g) *POLICY* shall mean the "Grievance Policy and Procedure" contained herein.

(h) *TENANT* shall mean the adult person (or persons, other than a live-in aide):

(1) Who resides in the unit, and who executed the lease with the Housing Authority as lessee of the dwelling unit; or

(2) Who resides in the unit, and is the remaining head of household of the ~~complainant~~ tenant family residing in the dwelling unit~~;~~. ~~or~~

~~(3) Who is an applicant on the public housing and/or Section 8 waiting list and/or a person who is a participant of the Housing Choice Voucher Program.~~

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Sec. 966.54 ~~Mandatory~~ Informal Meeting & Settlement of Grievance

(a) Beginning the Grievance Process. To begin the grievance process, a Tenant or Applicant, within ten (10) business days of receipt of a notice of lease termination~~,~~ admission denial letter, ~~program assistance termination~~ or any other notice ~~that poses~~ of an adverse action to the household or a member of the household, **must first** present a verbal or written request for the grievance procedure to the Property Manager or a Housing Authority official.

(b) Informal ~~Discussion and Settlement~~ Meeting. After presenting the grievance in accordance with 966.54 (a), the Tenant or Applicant then becomes a Complainant. The Complainant ~~and~~ shall ~~then~~ next be entitled to an informal discussion and settlement ~~without a hearing~~ of the grievance within ~~ten (10) business days~~ a reasonable time of receiving such notice, or, in the case of an Applicant, to a Hearing Panel Hearing.

(c) Summary of Discussion or Settlement. A summary of the discussion and any settlement ~~offered~~ must be prepared within twenty-four (24) hours of the discussion by the Property Manager or other Housing Authority official involved. ~~in the discussion with the Complainant and~~ ~~c~~Copies shall be hand delivered and sent by first class mail to both the Housing Authority Compliance Department and

the Complainant. The Compliance Department must place a copy of the summary of the discussion and settlement offered in the Tenant's file and in the Complainant's pending grievance file.

(d) Contents of the Summary. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

(e) Failure to Properly Initiate Grievance. The failure of the Complainant to properly initiate the ~~g~~Grievance Policy and Procedure by making a verbal or written request for ~~an informal discussion and settlement~~ the grievance procedure within ten (10) business days of the receipt of notice of adverse action (termination, rent increase, transfer, etc.) will forfeit the Complainant's right to an informal discussion and settlement, and to an informal hearing by the Hearing Panel, except for good cause shown pursuant to Sec. 966.55(d).

Sec. 966.55 PROCEDURES TO OBTAIN A HEARING PANEL HEARING

(a) Written Request for a Hearing. ~~If the Complainant complies with the grievance procedures for a discussion and informal settlement in accordance with Sec. 966.54 (a) above and 24 CFR 966.54, which is a prerequisite to a hearing (CFR 966.55(d)), and deems the settlement offered unsatisfactory, then in accordance with 24 CFR 966.55(a)~~ ~~t~~ The Complainant shall ~~may~~ submit a written request for a hearing to the Housing Authority or the Property Manager within ten (10) business days of receiving the summary of the informal discussion. ~~and settlement offered pursuant to 24 CFR 966.54.~~

(b) Contents of the Written Request. The written request shall specify: (1) the reasons for the grievance; and (2) the action or relief sought (the action the Complainant wants the Housing Authority to take).

(c) Failure to Request a Hearing with Hearing Panel. If the Complainant fails to timely request a hearing with the Hearing Panel after ~~compliance with~~ the informal discussion and settlement ~~procedure or fails to submit a timely request~~

~~for a hearing~~, then the Housing Authority's disposition of the grievance under the informal settlement procedure in accordance with 24 CFR 966.54 shall become final. However, failure to request a hearing shall not constitute a waiver by the Complainant of his or her right to contest the Housing Authority's action in an appropriate judicial proceeding.

(d) Show Good Cause. If the Complainant failed to ~~comply with Sec. 966.54 (a) by failing to~~ request an informal discussion and settlement and desires a grievance hearing, Complainant must request a grievance hearing in writing within ~~ten (10) business days~~ a reasonable time ~~of notice of adverse action~~ and must show good cause to the Hearing Panel why he or she failed to ~~proceed in accordance with 966.54 (a) in order for the Hearing Panel to waive this prerequisite or condition precedent to a grievance hearing. 24 CFR 966.55(d).~~ timely request an informal settlement. If the Hearing Panel finds good cause, it shall waive this prerequisite and proceed to a hearing.

(e) Failure Not a Waiver. A Complainant's failure to request a hearing with the Hearing Panel shall not constitute a waiver by the Complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate court proceeding, or to appeal to the Board of Commissioners only in a case where a federal regulation and/or Housing Authority policy has been violated.

(f) Escrow Deposit for Rent Violations. Before a hearing is scheduled in any grievance involving the amount of rent (defined in 24 CFR 966.4(b)) that the Housing Authority claims is due, the Complainant must pay an escrow deposit to HACA in an amount equal to the amount of rent due and payable as of the first of the month~~,~~ preceding the month in which the act or failure to act took place. 24 CFR 966.55~~(2)~~(e). ~~In the case of monthly rent going forward~~ After the first deposit, the Complainant shall thereafter deposit the same amount of the monthly rent until the complaint is resolved by decision of the Hearing Panel.

(g) Escrow Waiver. HACA must waive the escrow requirement in the case of financial hardship or a welfare benefits reduction where required under 24 CFR 5.630 or 5.615.

(h) Escrow Non-Payment. Unless the escrow requirement is waived, the failure to make such escrow payments shall result in a termination of the Complainant's grievance procedure.~~, provided that f~~ Failure to make payment shall not constitute a waiver of any right the Complainant has to contest the Housing

Authority's disposition of the grievance in any appropriate judicial (court) proceeding.

(i) Scheduling the Hearing. When timely and properly requested ~~and granted~~, a grievance hearing will be scheduled and conducted ~~within ten (10) business days by an impartial Hearing Panel and scheduled~~ at a time and place reasonably convenient for the Complainant, the Housing Authority and the Hearing Panel.

(j) Written Notification. A written notification specifying the time, place and the procedures governing the hearing shall be mailed to the Complainant by the Housing Authority.

(k) Complaint to HUD. The Complainant may make a complaint ~~request~~ to HUD if he or she ~~it~~ believes the Housing Authority's notice of adverse action was based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

(l) Composition of Hearing Panel. The Hearing Panel shall consist of a panel of five impartial individuals appointed by the Board of Commissioners. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one shall be a representative of the Anne Arundel Conflict Resolution Center. The Complainant representative or any other member on the Hearing Panel shall not be an employee or agent of the Housing Authority.

(m) Presiding Officer. The members of a Hearing Panel shall choose from among themselves a Presiding Officer who shall chair meetings of the panel with full authority to control the conduct of panel proceedings.

(n) Notice to Complainant. The Complainant shall be informed of the composition of the hearing panel that will hear the grievance. The notice of panel composition shall be sent at the same time as the notice of the date, time, and place of the hearing.

(o) Hearing Panel Member Disqualification. A Hearing Panel member may be disqualified from sitting on the Hearing Panel if the member: (1) is related to Complainant or any witness who appears on behalf of Complainant or HACA; or (2) participated in the decision which is the subject of the complaint. The remaining panel members will judge the merit of any objection and may request a panel member to step down. If a Hearing Panel member is disqualified, the

remaining Hearing Panel members shall decide the issue, provided there is still a quorum.

(p) A Quorum. A minimum of three panel members shall constitute a quorum. The Hearing Panel's decision must be made by a majority vote unless the panel is composed of only three members, in which case the vote must be unanimous to decide against the Tenant.

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(a) Hearing Panel. The hearing shall be held before a Hearing Panel as defined above.

(b) Location of Hearing. The hearing shall be held at the Housing Authority's Central Office or another location as determined by the Hearing Panel.

(c) Fair Hearing. The Complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity before the grievance hearing to examine all information regarding the adverse action and presented to the Hearing Panel, and all Housing Authority documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at the Complainant's expense. When no informal settlement meeting is held the Hearing Panel will provide the Complainant an opportunity to review the material prior to the start of the hearing proceedings. If the Housing Authority does not make the document available for examination upon request by the Complainant, the Housing Authority may not rely on such document(s) at the grievance hearing. 24 CFR 966.56(b)(1).

(2) The right to be represented by counsel or other person(s) chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.

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(5) A decision based solely and exclusively upon the facts presented at the hearing.

(d) Failure to Appear. If the Complainant or the representative of the Housing Authority fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing for a time not to exceed ten (10) business days or make a determination that the party has waived his or her right to a hearing.

(e) Notification of Determination by Hearing Panel. Both the Complainant and the Housing Authority shall be notified of the determination by the Hearing Panel:~~,~~ ~~p~~Provided, that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any ~~does not waive the~~ right of the Complainant to contest the Housing Authority's disposition of the grievance to the Board of Commissioners in accordance with applicable federal regulations ~~in the instance of policy and/or regulatory violation(s) only~~ and/or in an appropriate judicial proceeding.

(f) ~~Burden of Proof~~ At the Hearing. ~~At the hearing, t~~ The Complainant must first make a showing of an entitlement to the relief sought (that the Complainant has met the procedural prerequisites to obtain a Hearing Panel Hearing ~~burden of proof~~) and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complaint is directed.

Comment [M1]: "Burden of proof" does not appear in the corresponding regulation, 24 CFR 966.56(e), which references only the PHA's "burden of justifying" its action or failure to act.

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(i) ~~Reasonable~~ Accommodations for Persons with Disabilities. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodation may include a ~~certified~~ qualified sign language interpreter, reader, and accessible locations and attendants. If the Complainant is visually impaired, any notice to the Complainant

that is required under this Policy will be in an accessible format ~~and/or an agreeable format for both parties~~.

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(a) Written Decision. The Hearing Panel shall prepare a written decision, together with the reasons therefore, within ten (10) business days from the date after the hearing. A copy of the decision shall be sent to the Complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the Complainant's Grievance and Tenant folder(s). A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by Housing Authority and made available for inspection by a prospective Complainant, their representative, or the Hearing Panel. ~~All requested~~ The Housing Authority will provide documents such as: recording, transcript and copies from the file ~~will be~~ at the Complainant's expense based on reasonable costs associated with the request.

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(2) the decision of the Hearing Panel is contrary to a specific applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority in accordance with 24 CFR 966.57(b) (1-2).

(e) Right to Appeal in Judicial Proceeding. A decision by the Hearing Panel or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant ~~in whole or in part~~ may have to a trial de novo or judicial review in any judicial proceedings ~~to contest the Housing Authority's action or inaction~~ which may thereafter be brought in the matter in accordance with 24.CFR 966.57(b)and(c.).

(f) Right to Refer to HUD. Additionally, each Complainant and/ or their respective representative(s) have a right to refer complaints to HUD if the Complainant believes the Housing Authority's action is based on race, color, religion, sex, sexual orientation, national origin, familial status or disability.

Sec. 966.58 Grievance File Management

(a) Separate File. Upon receiving a request for a grievance hearing or appeal or review of a HACA decision by a Complainant, the Housing Authority shall create a separate file from its Tenant file for the Complainant, which shall only contain documents related to the grievance hearing.

(b) Case Number. Each grievance file shall be assigned an individual case number.

Sec. 966.59 Notices

(a) Delivery. All notices under this grievance Policy shall be deemed delivered:

(1) upon personal service upon the Complainant or an adult member of the Complainant's household; or

(2) upon the date ~~receipted~~ received and signed for or refused by the addressee, in the case of certified or registered U.S. Mail; or

(3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

(b) Delivery to Visually Impaired. If a Complainant is visually impaired, any notice hereunder delivered to such Complainant shall be in an accessible format.

Sec. 966.60 MODIFICATION

(a) Approval of Board of Commissioners. This grievance Policy may not be amended or modified except by approval of a majority of the Board of Commissioners of the Housing Authority present at a regular meeting or a special meeting called for such purposes.

(b) Notice to Tenants. In addition to the forgoing, any changes proposed to be made to this grievance Policy must provide for at least thirty (30) days advance notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered and any changes must be approved by the Board of Commissioners before final adoption of any amendments hereto.

DRAFT

GRIEVANCE POLICY AND PROCEDURE FOR HOUSING CHOICE VOUCHER PROGRAM PARTICIPANTS AND APPLICANTS

(The policies and procedures respecting the grievance rights of Public Housing participants and applicants begin at Sec. 966.)

The Housing Authority of the City of Annapolis hereby sets forth its policies and procedures respecting its Housing Choice Voucher program participants' and applicants' grievance rights in accordance with the U.S. Department of Housing and Urban Development's Section 8 Tenant Based Assistance: Housing Choice Voucher Program, 24 Code of Federal Regulations Part 982)

The following provisions are divided into sections that correspond with similarly numbered provisions of the Code of Federal Regulations. They are intended to comply with those regulations. However, to the extent that this Policy may conflict with applicable federal regulations, the regulations are controlling.

~~16.0 COMPLAINTS,~~ INFORMAL REVIEWS FOR APPLICANTS AND INFORMAL HEARINGS FOR PARTICIPANTS

Families seeking admission to or already participating in the housing choice voucher program have the right to receive an informal review or hearing in most circumstances in which the Housing Authority of the City of Annapolis makes a decision affecting their eligibility or amount of assistance. The purpose of an informal review or hearing is to resolve applicant or participant disputes with the the Housing Authority without legal action and to correct Housing Authority errors that might have occurred in the decision-making process.

Comment [M1]: This text is taken directly from HUD's Housing Choice Voucher Program Guidebook to provide a statement of purpose and scope; none is found in the regulations.

~~16.1 COMPLAINTS~~

~~The Housing Authority of the City of Annapolis will investigate and respond to complaints by participant families, owners, and the general public. The Housing Authority of the City of Annapolis may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.~~

Comment [M2]: This section remains in HACA's Administrative Plan.

Sec. 982.552(c)(2) Considering Circumstances

Comment [M3]: Changes were made to the location and language of this section to reflect the regulations. 24 CFR 982.552(c)(2)

In deciding whether to deny or terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the relevant circumstances in each case, ~~including~~ such as the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or

termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.

If the Housing Authority seeks to deny or terminate assistance because of illegal use~~, or possession for personal use,~~ of a controlled substance, or ~~pattern of~~ abuse of alcohol, such use or ~~possession or pattern of~~ abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

~~16.2~~ Sec. 982.554 Informal Review for the Applicant

A. ~~Informal Review for the~~ Notice to Applicant

The Housing Authority of the City of Annapolis will give an applicant for participation ~~in the Section 8 Existing Program~~ prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority of the City of Annapolis' decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Housing Authority of the City of Annapolis will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

2. A Housing Authority of the City of Annapolis determination not to approve an extension or suspension of a certificate or voucher term.

3. A Housing Authority of the City of Annapolis determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority of the City of Annapolis determination that a unit selected by the applicant is not in compliance with HQS.

5. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues.

7. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

C. Informal Review Process

The Housing Authority of the City of Annapolis will give an applicant an opportunity for an informal review of the Housing Authority of the City of Annapolis decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Housing Authority of the City of Annapolis decision.

3. The Housing Authority of the City of Annapolis will notify the applicant of the Housing Authority of the City of Annapolis decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

~~D. Considering Circumstances~~

Comment [M4]: This section was moved and some language changed to reflect the regulations. 24 CFR 982.552(c)(2)

~~In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.~~

~~The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.~~

~~The Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:~~

~~1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;~~

~~2. Has otherwise been rehabilitated successfully and is no longer engaging in illegal use of a controlled substance or abuse of alcohol; or~~

~~3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.~~

~~E~~D. Informal Review Procedures for Denial or Termination of Assistance on the Basis of Ineligible Immigration Status.

The informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5. ~~The applicant family may request that the Housing Authority of the City of Annapolis provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.~~

~~For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, of the INS appeal decision to request the review.~~

~~***16.3 INFORMAL HEARINGS FOR PARTICIPANTS***~~ Sec. 982.555 Informal Hearing for Participants

A. When a Hearing is Required

1. The Housing Authority of the City of Annapolis will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority of the City of Annapolis decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority of the City of Annapolis policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority of the City of Annapolis utility allowance schedule.

   c. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

   d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority of the City of Annapolis subsidy standards, or the Housing Authority of the City of Annapolis determination to deny the family's request for an exception from the standards.

   e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority of the City of Annapolis policy and HUD rules.

   f. A determination to terminate assistance for a participant family because of the family's action or failure to act. See 24 CFR 982.552.

Comment [M5]: This section appears in the CFR and was inadvertently omitted from HACA's Administrative Plan.

2. In cases described in paragraphs ~~16.3~~ (A)(1)(d), (e), and (f), of this Section, the Housing Authority of the City of Annapolis will give the opportunity for an informal hearing before the Housing Authority of the City of Annapolis terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is ~~n~~Not Required or Granted:

The Housing Authority of the City of Annapolis will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

2. General policy issues or class grievances.

3. Establishment of the Housing Authority of the City of Annapolis schedule of utility allowances for families in the program.

4. A Housing Authority of the City of Annapolis determination not to approve an extension or suspension of a ~~certificate or~~ voucher term.

5. The Housing Authority of the City of Annapolis determination not to approve a unit or lease.

6. A Housing Authority of the City of Annapolis determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority of the City of Annapolis will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551(c).)

7. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Housing Authority of the City of Annapolis to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In cases described in paragraphs ~~16.3~~ Sec. 982.555 (A) (1) (a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will notify the family that the family may ask for an

explanation of the basis of the Housing Authority of the City of Annapolis~~,~~ determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs ~~16.3~~ Sec. 982.555(A) (1) (~~a~~d), (~~b~~e), and (~~c~~f), of this Section, the Housing Authority of the City of Annapolis will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice ~~will~~ must:

   a. Contain a brief statement of the reasons for the decision; and

   b. State th~~is~~at if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Expeditious Hearing Process. Where a hearing for a participant family is required under this section, the Housing Authority of the City of Annapolis must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

Comment [M6]: This section appears in the CFR and was inadvertently omitted from HACA's Administrative Plan

E. Hearing Procedures

The Housing Authority of the City of Annapolis and participants will adhere to the following procedures:

1. Administrative Plan. The administrative plan must state HACA procedures for conducting informal hearings for participants.

2. Discovery

   a. The family will be given the opportunity to examine before the hearing any Housing Authority of the City of Annapolis documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Housing Authority of the City of Annapolis does not make the documents(s) available for examination on request of the family, the Housing Authority of the City of Annapolis may not rely on the document at the hearing.

b. The Housing Authority of the City of Annapolis will be given the opportunity to examine, at the Housing Authority of the City of Annapolis' offices before the hearing, any family documents that are directly relevant to the hearing. The Housing Authority of the City of Annapolis will be allowed to copy any such document at the Housing Authority of the City of Annapolis' expense. If the family does not make the document(s) available for examination on request of the Housing Authority of the City of Annapolis, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

3. Representation of the Family

~~At its own expense, a~~ A lawyer or other representative may represent the family at the family's expense.

4. Hearing ~~Officer or~~ Panel Hearing

a. The hearing will be conducted by ~~any person or persons designated by the Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or a subordinate of this person.~~ a panel of five impartial individuals appointed by the Board of Commissioners to hear grievances and render a decision with respect thereto. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Center.

b. The Hearing Panel ~~person who~~ will conduct~~s~~ the hearing ~~will regulate the conduct of the hearing~~ in accordance with Sec. 966.56 (Procedures Governing the Hearing) of the Grievance Policy and Procedure for Public Housing Residents and Applicants, with the following exceptions:

(i) any right to contest the decision of the Hearing Panel shall be governed by federal regulations, 24 CFR 982.555(f). ~~the Housing Authority of the City of Annapolis hearing procedures~~.

(ii) Sec. 966.56(f) does not apply to Housing Choice Voucher participants or applicants.

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5. Evidence

The Housing Authority of the City of Annapolis and the family must have the opportunity to present evidence and may question any witnesses.

Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a "preponderance of the evidence" (the fact is more likely to be true than not true) presented at the hearing. 24 CFR 982.555(e)(6).

7. Effect of the Decision

The Housing Authority of the City of Annapolis is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority of the City of Annapolis is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority of the City of Annapolis hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority of the City of Annapolis determines that it is not bound by a hearing decision, the Housing Authority of the City of Annapolis will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

~~E.~~

F. Informal Hearing Procedures for Denial or Termination of Assistance on the Basis of Ineligible Immigration Status

The informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5.

With good cause, the Housing Authority may extend the period to request an informal hearing related to immigration status.

Comment [M7]: Taken directly from HUD's Housing Choice Voucher Program Guidebook

~~The participant family may request that the Housing Authority of the City of Annapolis provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of the receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.~~

~~For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.~~

Comment [M8]: Remains in HACA's Administrative Plan

GRIEVANCE POLICY AND PROCEDURE FOR HOUSING CHOICE VOUCHER PROGRAM PARTICIPANTS AND APPLICANTS

(The policies and procedures respecting the grievance rights of Public Housing participants and applicants begin at Sec. 966.)

The Housing Authority of the City of Annapolis hereby sets forth its policies and procedures respecting its Housing Choice Voucher program participants' and applicants' grievance rights in accordance with the U.S. Department of Housing and Urban Development's Section 8 Tenant Based Assistance: Housing Choice Voucher Program, 24 Code of Federal Regulations Part 982)

The following provisions are divided into sections that correspond with similarly numbered provisions of the Code of Federal Regulations. They are intended to comply with those regulations. However, to the extent that this Policy may conflict with applicable federal regulations, the regulations are controlling.

~~16.0 COMPLAINTS,~~ INFORMAL REVIEWS FOR APPLICANTS AND INFORMAL HEARINGS FOR PARTICIPANTS

Families seeking admission to or already participating in the housing choice voucher program have the right to receive an informal review or hearing in most circumstances in which the Housing Authority of the City of Annapolis makes a decision affecting their eligibility or amount of assistance. The purpose of an informal review or hearing is to resolve applicant or participant disputes with the the Housing Authority without legal action and to correct Housing Authority errors that might have occurred in the decision-making process.

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~~*16.1 COMPLAINTS*~~

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In deciding whether to deny or terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the relevant circumstances in each case, ~~including~~ such as the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or

termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.

If the Housing Authority seeks to deny or terminate assistance because of illegal use~~, or possession for personal use,~~ of a controlled substance, or ~~pattern of~~ abuse of alcohol, such use or ~~possession or pattern of~~ abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Housing Authority of the City of Annapolis will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

~~16.2~~ Sec. 982.554 Informal Review for the Applicant

A. ~~Informal Review for the~~ Notice to Applicant

The Housing Authority of the City of Annapolis will give an applicant for participation ~~in the Section 8 Existing Program~~ prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority of the City of Annapolis' decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Housing Authority of the City of Annapolis will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

2. A Housing Authority of the City of Annapolis determination not to approve an extension or suspension of a certificate or voucher term.

3. A Housing Authority of the City of Annapolis determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority of the City of Annapolis determination that a unit selected by the applicant is not in compliance with HQS.

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1. The review will be conducted by any person or persons designated by the Housing Authority of the City of Annapolis other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Housing Authority of the City of Annapolis decision.

3. The Housing Authority of the City of Annapolis will notify the applicant of the Housing Authority of the City of Annapolis decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

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~~The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the participant family to continue receiving assistance.~~

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The informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5. ~~The applicant family may request that the Housing Authority of the City of Annapolis provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.~~

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~~***16.3 INFORMAL HEARINGS FOR PARTICIPANTS***~~ Sec. 982.555 Informal Hearing for Participants

A. When a Hearing is Required

1. The Housing Authority of the City of Annapolis will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority of the City of Annapolis decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority of the City of Annapolis policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority of the City of Annapolis utility allowance schedule.

   c. A determination of the family unit size under the Housing Authority of the City of Annapolis subsidy standards.

   d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority of the City of Annapolis subsidy standards, or the Housing Authority of the City of Annapolis determination to deny the family's request for an exception from the standards.

   e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority of the City of Annapolis policy and HUD rules.

   f. A determination to terminate assistance for a participant family because of the family's action or failure to act. See 24 CFR 982.552.

Comment [M5]: This section appears in the CFR and was inadvertently omitted from HACA's Administrative Plan.

2. In cases described in paragraphs ~~16.3~~ (A)(1)(d), (e), and (f), of this Section, the Housing Authority of the City of Annapolis will give the opportunity for an informal hearing before the Housing Authority of the City of Annapolis terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is ~~n~~Not Required or Granted:

The Housing Authority of the City of Annapolis will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority of the City of Annapolis.

2. General policy issues or class grievances.

3. Establishment of the Housing Authority of the City of Annapolis schedule of utility allowances for families in the program.

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7. A Housing Authority of the City of Annapolis determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Housing Authority of the City of Annapolis to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In cases described in paragraphs ~~16.3~~ Sec. 982.555 (A) (1) (a), (b), and (c), of this Section, the Housing Authority of the City of Annapolis will notify the family that the family may ask for an

explanation of the basis of the Housing Authority of the City of Annapolis~~,~~ determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs ~~16.3~~ Sec. 982.555(A) (1) (~~a~~d), (~~b~~e), and (~~c~~f), of this Section, the Housing Authority of the City of Annapolis will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice ~~will~~ must:

   a. Contain a brief statement of the reasons for the decision; and

   b. State th~~is~~at if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Expeditious Hearing Process. Where a hearing for a participant family is required under this section, the Housing Authority of the City of Annapolis must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

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E. Hearing Procedures

The Housing Authority of the City of Annapolis and participants will adhere to the following procedures:

1. Administrative Plan. The administrative plan must state HACA procedures for conducting informal hearings for participants.

2. Discovery

   a. The family will be given the opportunity to examine before the hearing any Housing Authority of the City of Annapolis documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Housing Authority of the City of Annapolis does not make the documents(s) available for examination on request of the family, the Housing Authority of the City of Annapolis may not rely on the document at the hearing.

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Note: The term document includes records and regulations.

3. Representation of the Family

~~At its own expense, a~~ A lawyer or other representative may represent the family at the family's expense.

4. Hearing ~~Officer or~~ Panel Hearing

a. The hearing will be conducted by ~~any person or persons designated by the Housing Authority of the City of Annapolis, other than a person who made or approved the decision under review or a subordinate of this person.~~ a panel of five impartial individuals appointed by the Board of Commissioners to hear grievances and render a decision with respect thereto. At least one panel member shall be a recommendation of the Resident Advisory Board and at least one panel member shall be a representative of the Anne Arundel Conflict Resolution Center.

b. The Hearing Panel ~~person who~~ will conduct~~s~~ the hearing ~~will regulate the conduct of the hearing~~ in accordance with Sec. 966.56 (Procedures Governing the Hearing) of the Grievance Policy and Procedure for Public Housing Residents and Applicants, with the following exceptions:

(i) any right to contest the decision of the Hearing Panel shall be governed by federal regulations, 24 CFR 982.555(f). ~~the Housing Authority of the City of Annapolis hearing procedures~~.

(ii) Sec. 966.56(f) does not apply to Housing Choice Voucher participants or applicants.

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5. Evidence

The Housing Authority of the City of Annapolis and the family must have the opportunity to present evidence and may question any witnesses.

Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

6. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a "preponderance of the evidence" (the fact is more likely to be true than not true) presented at the hearing. 24 CFR 982.555(e)(6).

7. Effect of the Decision

The Housing Authority of the City of Annapolis is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority of the City of Annapolis is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority of the City of Annapolis hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority of the City of Annapolis determines that it is not bound by a hearing decision, the Housing Authority of the City of Annapolis will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

~~E.~~

F. Informal Hearing Procedures for Denial or Termination of Assistance on the Basis of Ineligible Immigration Status

The informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status are contained in 24 CFR Part 5.

With good cause, the Housing Authority may extend the period to request an informal hearing related to immigration status.

Comment [M7]: Taken directly from HUD's Housing Choice Voucher Program Guidebook.

~~The participant family may request that the Housing Authority of the City of Annapolis provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of the receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.~~

~~For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.~~

Comment [M8]: Remains in HACA's Administrative Plan.

TAB 31

Health Care and Public Housing:

An Agency Response

By Vincent O. Leggett

"What people need most to get ahead is housing to stabilize their lives,
access to health care, and continuing education to succeed and compete.
These are key to making huge changes in people's lives."

Health Enterprise Zones

We, at the Housing Authority of the City of Annapolis (HACA), are keenly aware of the needs of our senior residents as well our residents with disabilities and are taking bold new steps to make sure they have access to quality and cost-effective health care. Through the recently formed Health Enterprise Zone sponsored by the State of Maryland we have established a patient-centered, primary-care community clinic in the Morris H. Blum Senior Apartments in conjunction with Anne Arundel Health Systems and are currently looking for ways to improve the quality of life in the surrounding community.

A key objective of this collaborative model is to improve the health and well-being of the residents of the Annapolis' public housing, and reduce health disparities, by engaging residents in community-centered research efforts and prevention activities.

In 2011, two public housing residents were trained in the National Heart, Lung and Blood Institute of the National Institutes of Health, "Every Heartbeat Is Life" program to become promoters of healthier living within their communities. The program was designed to reduce preventable diseases in low-income communities of color. The program was offered in conjunction with the U.S. Department of Housing and Community Development (HUD) to improve health of residents of public housing. The curriculum focused on educating the participants on conditions particularly prevalent among African Americans, such as heart disease, diabetes and obesity. Now, that we have the patient-centered primary care clinic in place, an ongoing partnership with Anne Arundel Medical Center, A. A. County Partnership for Children and Youth, Departments of Health and Aging in place, the health advocacy program has a much better chance of success.

The Leggett Center for Health and Human Services

In addition to providing primary care, the community health clinics plan to sponsor a number of community programs, including diabetes management support groups and cooking classes at the Morris H. Blum Senior Apartments. The community clinic contains an office for the full-time physician, three exam rooms, a large community space and a demonstration kitchen.

The Housing Authority has gone a step further by creating the Vincent O. Leggett Center for Health and Human Services, which will be based at the Morris Blum Building. The Center is designed as a vehicle to reach out to all of our properties by conducting needs assessments among residents and building collaborations with other community-based organizations providing services in the areas of health care and human services. This strategy is a community-centered project structured to engage public housing residents in a collaborative process to improve health and quality of life of residents, as well as improving building conditions.

Partners in this initiative include Morgan State University School of Community Health and Policy, Howard University's School of Social Work, city agencies, religious organizations and community-based organizations. The purpose of this partnership will be to develop and implement an advocate program in which housing residents throughout our properties will become trained in community advocacy, and be able to support other residents with broad health concerns, and, if necessary, be referred to the proper resources in the community. The advocates will develop health education programs. The advocates will also conduct community-building activities that promote socialization and community connectedness, such as coffee clubs, cooking clubs, exercise clubs and reading clubs along with weekly discussion groups. They will also coordinate health fairs open to all public housing residents.

Resident Health Advocates

We will be establishing a Resident Health Advocate Program within HACA. Adult residents will be trained as Resident Health Advocates (RHA). After completing training, RHAs will serve internships in their own housing developments. As interns, RHAs will help other residents in two important ways. First, they will provide basic information about the health topics of greatest concern in the community. Second, they are knowledgeable about local health-related resources, and can help residents find and use these resources.

According to recent statistics published by the Maryland Department of Health and Mental Hygiene, the Anne Arundel County Health Department, and the Healthy Anne Arundel Coalition, there is a high prevalence of chronic diseases and a high utilization of the local emergency rooms in Annapolis.

The goal of the Resident Health Advocates program is to transform the health of the residents and surrounding neighbors through prevention and education programs. This initiative puts residents an elevator ride away from their doctors and within easy walking distances of surrounding community health clinics. HACA is seeking funding to establish an intra-neighborhood transportation system to facilitate getting residents to medical appointments, school appointments, jobs and career training programs. This initiative will also seek ways to enhance child care for parents, which has been identified as a barrier to seeking such services and human resources.

Indoor Environmental Quality

The Center will study connections between indoor environmental conditions and residents' health. A special emphasis will be placed on establishing smoke-free residential units throughout all of our properties and other interventions designed to reduce environmental health hazards, such as asthma triggers. The Center will measure changes in health status of children with asthma, after completion of interventions. It is hoped that better understanding of the links between improvements in building and apartment conditions and resident health can lead to changes in maintenance practices and in funding for public housing that will make healthy environments for public housing residents a priority.

The passage of the Affordable Care Act, often referred to as Obama Care, as well as other changes to health care, are expected to bring a mix of challenges and opportunities for community developers. The merging of health and housing also presents a tantalizing possibility that we can tap into new funds for our community projects since traditional public housing sources are diminishing. We are working with strategic partners around the country to capture health funds to build and upgrade housing for low-income residents which integrate the two critical functions.

We are taking a close look at the seniors and younger people with disabilities receiving health coverage under both the Medicaid and Medicare programs. This group is known as "dual eligibles." Many of the expenditures for this population are for costly nursing facilities. There is increasing focus on improving the coordination of care for dual eligibles and pursuing new models of care. In the future we will be working with Volunteers of America (VOA), a large, experienced non-profit that is putting extensive work into connecting low-income residents with quality and affordable medical services. We are meeting with key foundations which have targeted enhanced health care for low-income residents as their primary funding focus.

Symposium on Health and Public Housing

In the spring of 2014, the HACA will work in conjunction with the Resident Advisory Board to host a forum to examine the social determinants of health inequities and begin to educate and empower public housing residents. An objective of the forum is to insure that residents are intricately involved in the decision-making for designing and implementing health interventions. Resident leaders and representatives from HACA, community health and public health organizations will create an agency wide advisory board for the Center for Health and Human Services. With assistance from academics and health professionals, resident leaders will design a questionnaire to assess health status, health needs, and preferences for health interventions. This questionnaire will be distributed to all public housing households. Some of the potential areas of concern have been identified by some resident leaders to be included in the survey such as: violence, environmental problems, including roaches, bed bugs, polluted air inside and around public housing units, and limited access to good health care, especially for elderly and

disabled residents. Asthma and mental health were also noted as potential areas of inquiry. A key learning objective for this resident led forum will be to determine residents' perceived health threats and needs. Once the results are analyzed health interventions will be designed to address those needs.

Potential Funding Partners

U.S. Department of Housing and Urban Development

U.S. Department of Health and Human Services

Anne Arundel County Health Department

Maryland Department of Health and Human Services

Annapolis Community Foundation

Community Foundation of Anne Arundel County

City of Annapolis

Anne Arundel County

Anne Arundel Health Systems Foundation

Jacobs Foundation (Annapolis)

Center for Disease Control

The Kresge Foundation

Annie E. Casey Foundation

Jeannette Weinberg Foundation

The Enterprise Foundation

Robert Wood Johnson Foundation (Active Living By Design Program)

MacArthur Foundation

Best Practices and Promising Practices National Search

- Richmond, Virginia Redevelopment and Housing Authority: Health Resource and Social Support Centers

In addition to primary care, the broader goal of these centers is to connect residents with the community and serve as a "doorway into the health care system." The centers are designed to address critical barriers to health care assess; transportation, funds, and trust.

- Housing Authority of the City of Milwaukee: Community Health Advocate Model Program

  Develop a community health advocate program; assess health risk of residents and develop and implement health program; implement effective health promotion strategies at selected public housing buildings; sustain, evaluate, and disseminate the community health advocate model.

- Health Care for Residents of Public Housing Conference (2009)
  The Health in Public Housing Conference was a unique opportunity for clinicians, health care professionals, housing authorities, tenant associations, and others to share and learn effective practices to improve the health of residents of public housing.

- Centers for Disease Control and Prevention's Health Homes Initiative

  CDC's Health Homes Initiative is a coordinated, comprehensive, and holistic approach to preventing diseases and injuries that result from housing-related hazards and deficiencies. This focus of the initiative is to identify health, safety, and quality-of-life issues in the home environment and to act systematically to eliminate or mitigate problems.

- Boston Housing Authority and the Partners in Health and Housing Prevention Center at Boston University's School of Public Health conducted a 400 person telephone survey to ascertain key health indicators for public housing residents. (2008)