

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 8/30/2011
-----------------------------------	---	--

1.0	PHA Information PHA Name: <u>Jersey City Housing Authority</u> PHA Code: <u>NJ39P009</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/01/2012</u>																														
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>2,739</u> Number of HCV units: <u>3,934</u>																														
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																														
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																														
	<table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) Included in the Consortia</th> <th rowspan="2">Programs Not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1:						PHA 2:						PHA 3:									
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	<p>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:</p> <p><i>The Mission of the Jersey City Housing Authority is to develop and manage Housing of Choice of the highest standards, which is safe, affordable, sustainable and accessible; and, in partnership with other public & not-for-profit organizations, foster resident responsibility and self-sufficiency.</i></p> <p><i>In achieving our Mission, the JCHA is committed to:</i></p> <ul style="list-style-type: none"> • <i>Public service which reflects the highest standards of personal integrity, professional performance, public accountability, and a "Do what is necessary to get the job done" approach to our work;</i> • <i>Promoting reciprocal responsibility on the part of the residents of JCHA public housing, mixed-income and affordable housing developments and Housing Choice Voucher Program participants;</i> • <i>Facilitating a more effective delivery of public housing and enhancing the sustainability of the Asset Management Properties ("AMPs") through the transition to asset-based management and green initiatives.</i> • <i>Growing partnerships with site resident and neighborhood organizations, local and state governments, private sector developers and property owners, as well as with supportive service providers;</i> • <i>Making substantial contributions toward creating and sustaining urban neighborhoods which offer all citizens growing opportunities for creating better lives on common ground with more than a bit of human dignity;</i> • <i>Preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, sexual assault or stalking; and</i> • <i>Accomplishing the above in the full spirit of all civil rights and non-discrimination laws and affirmatively furthering fair housing opportunities</i> 																														

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.

The following are the JCHA's primary and supportive goals for 2012 – 2016.

PRIMARY GOALS

- **Create Communities of Choice** while increasing affordable housing opportunities, carry out and expand revitalization plans and programs;
- **Improve physical standards** at all public housing sites and achieve HUD's "High Performer" status;
- **Create Safe Spaces** for Residents through lease enforcement; police presence and anti-drug and anti-gang initiatives;
- **Promote and support Resident responsibility & self-sufficiency;**

SUPPORTIVE GOALS

In order to do the above, we need to:

- **Achieve greater financial stability** through cost saving measures, including energy saving initiatives, aggressive pursuit of grants and funding opportunities and through innovative strategies such as HUD's Moving to Work Program;
- **Increase and improve communications** among and between board members, executive staff, employees, residents and the public and promote the successes and strengths of the JCHA's programs;
- **Improve the JCHA's management information and electronic communication systems** so as to support efforts to achieve the above goals.

PROGRESS TO MEET THE GOALS AND OBJECTIVES INCLUDES:

1. Applied for additional vouchers
2. Reduced public housing vacancies
3. Leverage private or other public funds to create additional housing opportunities
4. Utilized Section 8 Project-Based Assistance to develop new affordable housing units.
5. Participated in the County's Continuum of Care Initiative
6. Improved public housing and voucher management
7. Increased customer satisfaction
8. Concentrated on efforts to improve specific management functions
9. Renovated and/or modernized public housing units
10. Demolish and/or disposed of obsolete public housing
11. Provided replacement public housing and vouchers
12. Provided voucher mobility counseling
13. Conducted outreach efforts to potential voucher landlords
14. Implemented the voucher and public housing homeownership programs
15. Implemented public housing site-based waiting lists
16. Increased rental and homeownership opportunities for persons with disabilities especially as part of Lafayette Gardens & A. Harry Moore Apts. HOPE VI Revitalization Programs.
17. Implemented measures to deconcentrate poverty by bringing higher income public housing households into lower income developments
18. Implemented public housing security improvements
19. Developed new mixed-income communities including **Choice Neighborhoods** & other Revitalization Programs
20. Increased the number and percentage of employed persons in assisted families
21. Provide homeownership, credit counseling & maint. training to promote homeownership
22. Provide or attracted supportive services to improve assistance recipients' employability
23. Ensured equal opportunity & affirmatively further fair housing
24. Continue to implement HCV Mainstream, VASH, Project-based Programs.

PHA Plan Update

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

6.8c Local Preferences:

Deleting – “to qualify for the Victim/Witness preference, the applicant must currently reside in a unit owned by the JCHA.”

Deleting – preference #2: must be a Jersey City resident/victim witness or victim of domestic violence/working family preference #3: must be a Jersey City resident/victim witness or victim of domestic violence

Deleting – A one or two person elderly or disabled family will be offered a unit before a single non-elderly person or disabled person

Deleting – Single applicants: a one or two person elderly, disabled family will be offered a unit before a single non-elderly or non-disabled person.

10.8 Paying Rent:

Deleting – “in the self-addressed envelope included with the monthly rent statement.”

Adding – The JCHA may allow residents to pay the rent at specified management offices via check or money order.

14.3 Inspection Procedures:

The maintenance charge list will be updated by the JCHA (or its agent) periodically to reflect the real cost of repairs to the JCHA (or its agent).

- The resident household will be charged an hourly or one-half hourly rate to repair any damage beyond normal wear & tear. The rate charged will reflect total labor cost, including benefits, per the chart below:*

Labor Cost	½ Hour Rate	Hourly Rate
Foreman	\$27	\$54
Senior Maint Repairer	\$23	\$45
Building Maint Worker	\$19	\$38
Senior Electrician	\$31	\$63
Electrician	\$30	\$60
Millwright	\$30	\$60
Oil Burner Mechanic	\$30	\$60
Welder	\$29	\$59
Carpenter	\$29	\$59
Plumber	\$29	\$59
Mason/Plasterer	\$27	\$54
Sewer Cleaner	\$25	\$50

17.0 Smoke Free Policy:

- Smoking will not be permitted in residential units at the following senior developments: Berry Gardens, Thomas J. Stewart Apartments and 3 New Heckman Drive at Curries Woods. The JCHA will designate special areas outside of these buildings where smoking will be permitted. The JCHA will provide referrals to counseling programs for residents who need assistance to stop smoking.*
- The Asset Manager will investigate complaints of resident smoking in units at the above mentioned sites. Residents found to be in violation of the Smoke Free Policy will receive a written warning and then progressive fines for each additional violation of \$15, \$25 and \$50 for continued violations.*

(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. *Copies of the Annual Plan may be obtained from the JCHA website at www.jcha.us, at the main office located at 400 U.S. Highway #1 (Marion Gardens), Jersey City, NJ 07306, and at all public housing site offices city-wide.*

1. Eligibility, Selection and Admissions Policies –

Interested Persons may also apply for admission to public housing at the Management Office at Barbara Place Terrace for Lafayette Senior Living Center, Woodward Terrace, Pacific Court Townhouse, Barbara Place Terrace, *and for Glenview Townhouses I* and at Lafayette Village Management Office for Lafayette Village, at Gloria Robinson Court I & II Management Office for Gloria Robinson Court, at Ocean Pointe for Ocean Pointe only, *and at Gloria Robinson Court III for Phase III only*. Other preference also includes Lafayette Gardens HOPE VI relocatees and Turnkey neighborhood residents for Ocean Pointe East and West. *Please note: the above waiting lists are currently closed but may open if there appears to be insufficient applicants to fill vacancies.*

2. Financial Resources – Changes included:

Federal Grants

Public Housing Operating Fund	\$26.3M
Public Housing Capital Fund	\$5.331M
HOPE VI Revitalization (AHM)	\$9.4M
Annual Contributions for Section 8 Tenant Based Assistance	\$34.3M
Resident Opportunity & Self-Sufficiency Grants:	\$773,435

6.0

Community Development Block Grant	<i>\$23,000</i>
HOME (<i>prospective</i>)	<i>\$450,000</i>
CDBG (<i>Glenview II</i>)	<i>\$350,000</i>
Prior Year Federal Grants	
CFP 2010 & 2011 (<i>unobligated</i>)	<i>\$5,391,821</i>
RHF 2009, 2010 & 2011 (<i>unobligated</i>)	<i>\$2,457,920</i>
Public Housing Rental Income	
Non-dwelling Income	\$71,000.
Other Federal Income	
Interest	<i>\$20,000</i>
Other (CFP 1406)	<i>\$473,000</i>
Non-federal sources	
DSH Proceeds (estimated)	\$280,000
Inter-Local Agreements	<i>\$51,275</i>

3. Rent Determination-

DETERMINATION OF TOTAL TENANT PAYMENT & TENANT RENT 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. For residents who opt for the Flat Rent, only the family composition, the Authorization of Release of Information form and compliance with the Community Service Requirement will be required on an annual basis (all deductions will also apply). Public Housing Residents who reside at Mixed-Finance Developments and whose unit is also a LIHTC unit must be recertified every year.
- 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.

FORMULA METHOD

The Total Tenant Payment (TTP) is equal to the highest of either 10% of monthly income or 30% of adjusted monthly income. The family will pay the greater of the Total Tenant Payment or the minimum rent of \$50.00, but never more than the Flat Rent. At Berry Gardens, a designated Senior development, the JCHA may, at its discretion, offer a rent of either 10% of the monthly income or 25% of the adjusted monthly income (whichever is higher) for difficult to lease efficiency apartments.

In the case of a family who has qualified for the income exclusion at Section 8.3a, upon the expiration of the 12-month exclusion 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 following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

MINIMUM RENT

The JCHA has set the minimum rent at \$50.00. However if the family requests a hardship exemption in writing, the JCHA (or its Agent) will immediately suspend the minimum rent for the family until it can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

5. When a death has occurred in the family.

B. If the JCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship: If the JCHA (or its Agent) reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The JCHA (or its Agent) will offer a Repayment Agreement in accordance with the Section 10.9 of this policy for any rent not paid during the period of suspension. During the suspension period the JCHA (or its Agent) will not evict for nonpayment of the amount of rent owed for the suspension period.

D. Long-term hardship: If the JCHA (or its Agent) determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals: The family may use the grievance procedure to appeal the JCHA's (or its Agent's) determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

LATE RENT

The JCHA has established a schedule of "Flat Rents" for each Public Housing unit as required by QHWRA law and HUD rules. In doing so, it analyzed the area's market rent levels, the Section 8 Fair Market Rent (FMR), the size and type of the unit, its age, amenities, services, utilities provided, neighborhood and any other extenuating circumstances.

At Mixed-Finance Developments the Flat Rent is the LIHTC rent for those units that are both Public Housing and LIHTC units. The LIHTC rent is subject to periodic change pursuant to N.J. Housing Mortgage and Finance Agency rules and regulations. For Public Housing Only units in these developments, the Flat Rent is the current rent for a market-rate apartment of equal size and amenities at the same Development. The market-rate rents are subject to periodic change based on current local market conditions.

The Flat Rent schedule for the JCHA Public Housing developments is as follows:

SITE	BEDROOM SIZE									
	Studio	Senior 1	Senior 2	Senior 3	1	2	3	4	5	6
Marion Gardens	n/a	n/a	n/a	n/a	581	676	819	875	1,008	1,145
Booker T. Washington	n/a	n/a	n/a	n/a	706	824	999	1,076	n/a	n/a
Hudson Gardens	n/a	n/a	n/a	n/a	807	942	1,141	1,229	n/a	n/a
Holland Gardens	n/a	n/a	n/a	n/a	807	942	1,141	1,229	n/a	n/a
Montgomery Gardens	n/a	n/a	n/a	n/a	679	793	960	1,035	n/a	n/a
A. Harry Moore Apts.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Curries Woods	n/a	573	663	770	n/a	1,146	1,390	1,491	n/a	n/a
Berry Gardens 72/82 Danforth Ave	395	499	696	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Berry Gardens 92 Danforth/199 Ocean.	449	595	749	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Thomas J. Stewart Apts	395	499	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Dwight Street Homes	n/a	n/a	n/a	n/a	n/a	n/a	1,292	1,374	n/a	n/a

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. This Flat Rent schedule is effective *April 1, 2012*.

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 JCHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the JCHA 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:

Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the JCHA. The 95th percentile is called the maximum rent.

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

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.

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.

4. Operation and Management – HUD Programs under PHA Management

<i>Program Name</i>	<i>Units/Families Served</i>	<i>Expected Turnover</i>
Public Housing	2417	96
Section 8 vouchers	2613	130
Section 8 Mod Rehab	100 (SRO)	30
Special Purpose Section 8 Voucher		
NEDP	300	10
Mainstream	200	25
Family Unification	170	30
Relocation/Replacement	447	30
VASH	70	10
Shelter Plus Care	44	0

5. Grievance Procedures –

PUBLIC HOUSING GRIEVANCE PROCEDURE

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. "**Grievance**" shall mean any dispute which a resident may have with respect to the JCHA's (or its Agent's) action or failure to act in accordance with the individual resident's lease or JCHA (its Agent's) regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the JCHA (or its Agent) concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the JCHA's public housing

premises by other residents or employees of the JCHA (or its Agent); or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the JCHA (or its Agent) or to class grievances.

B. **"Complainant"** shall mean any resident whose grievance is presented to the JCHA (or its Agent) or at the development management office in accordance with Sections 19.3 and 19.4 of this procedure.

C. **"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 resident of the grounds for terminating the tenancy and for eviction;
2. Right of the resident to be represented by counsel;
3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
4. A decision on the merits.

D. **"Hearing Officer"** shall mean a person selected in accordance with Section 19.5 of these procedures to hear grievances and render a decision with respect thereto.

E. **"Resident"** 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 JCHA (or its Agent) as lessee of the premises, or, if no such person now resides in the premises, who resides in the unit and who is the remaining head of household of the resident family residing in the unit.

F. **"Resident Organization"** includes a resident management corporation.

G. **"Promptly"** (as used in Section 19.3 and 19.4), shall mean within the time period indicated in a notice from JCHA of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

Any grievance shall be promptly and personally presented, either orally or in writing, to the JCHA central office or to the applicable Site management office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident 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 for the meeting, and shall specify the procedures by which a formal grievance hearing may be obtained if the resident is not satisfied.

PROCESS TO OBTAIN A HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to Section 19.3. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

A grievance hearing shall be conducted by an impartial person appointed by the JCHA (or its Agent) other than a person who made or approved the action under review or a subordinate of such person.

The JCHA (or its Agent) shall appoint, accordingly to all applicable procurement rules and regulations, a third-party hearing officer to conduct the hearings.

If the resident does not request a hearing in accordance with this section, then the JCHA's (or its Agent's) disposition of the grievance under Section 19.3 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the JCHA's (or its Agent's) action in disposing of the complaint in an appropriate judicial proceeding.

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in Section 19.3 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with Section 19.3 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the JCHA (or its Agent) claims is due, the resident shall pay to the JCHA (or its Agent) an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took

place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the JCHA (or its Agent) until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the JCHA (or its Agent) may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the JCHA's (or its Agent's) disposition of his grievance in any appropriate judicial proceeding.

SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the JCHA (or its Agent). A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

PROCEDURES GOVERNING THE HEARING

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

- A. The opportunity to examine before the grievance hearing any JCHA (or its Agent's) documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the JCHA (or its Agent) does not make the document available for examination upon request by the resident, the JCHA (or its Agent) may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the JCHA (or its Agent), and to confront and cross examine all witnesses upon whose testimony or information the JCHA (or its Agent) relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or the JCHA (or its Agent) fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the JCHA (or its Agent) and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The JCHA (or its Agent) shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the JCHA (or its Agent) 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. The participant family must make this request 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.

DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, specifying the reasons on which the decision is based, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the JCHA (or its Agent). The JCHA (or its Agent) shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the JCHA (or its Agent) and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on both parties. The JCHA shall take all actions, or refrain

from any actions, necessary to carry out the decision unless the JCHA's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern JCHA action or failure to act in accordance with or involving the resident's lease or JCHA regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, JCHA regulations, or requirements of the Annual Contributions Contract between the JCHA and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the JCHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

6. Designated Housing for Elderly and Disabled Families

Approved Renewal of Designated Plan until March 14, 2014:

NJ009000013 – Lafayette Senior Living Center: AMP13, 83 Units Elderly Only

NJ009000009 – Berry Gardens: AMP9, 40 Units Elderly Only

NJ009000009 – Berry Gardens III: AMP9, 42 Units Elderly Only

NJ009000009 - Berry Gardens IV: AMP9, 286 Units Elderly Only

NJ009000016 – Thomas Stewart Apartments: AMP16, 48 Units Elderly Only

NJ009000008 – Curries Woods (3New Heckman Drive) : AMP 8, 91 Units Elderly and Disabled Families

NJ009000020 :Ocean Point East and West, AMP 20, 58 Units Elderly Only

May amend the plan to add 68 proposed units elderly only at Montgomery Gardens

7. Community Service and Self-Sufficiency

The Resident Opportunities & Self-Sufficiency (ROSS) Program operates at *two* public housing communities. The Coordinators provide individualized case management services, a computer lab and job readiness workshops on site and refer residents to appropriate local service providers in the community.

The After School Program, funded with local CDBG monies, continues at five public housing sites.

The JCHA A. Harry Moore CSSI Homeownership coordinator provides supportive services to A. Harry Moore residents and classes and individual counseling to all residents interested in first time homeownership.

The JCHA Local Employment & Contracting Coordinator works closely with contractors and residents through job fairs and labor pools to ensure that the Section 3 requirements are met.

A Memorandum of Understanding has been established with the Visiting Nurses of Central Jersey to provide on-site nurse visits and health education workshops at senior sites; the program will expand to family sites over the next year.

A Community & Supportive Services Program is being initiated as part of the A. Harry Moore HOPE VI Revitalization Program to primarily serve the families who relocated from Buildings #1, 2 & 7.

8.Safety and Crime Prevention

Gang and Violence Intervention Program

Agreement between the JCHA and local law enforcement agency for provision of above-baseline law enforcement activities. Cameras installed at both Montgomery Gardens and Booker T. Washington Apts. monitored by the Jersey City Police Department. Department of Justice grant for Jersey City Police Department Officers and JCHA children to learn and play chess together through our Chess Program at all family sites.

9.Pets

15.0 Pet Policy FOR JCHA-OWNED PROPERTIES

1. Approval

No pet may be kept unless agreed to in writing by Site management and the Head of the Household sign an appropriate Pet Agreement. A Resident Household is allowed only one common household pet. Pet sitting is not allowed under any circumstance for any period of time for any type of pet.

15.2 OWNERSHIP FEE

A non-refundable ownership fee of \$200.00 shall be required for each dog. The JCHA reserves the right to change this fee amount consistent with federal guidelines at any time. Residents who previously paid a pet ownership fee

according to JCHA policy in effect at the time, of less than \$200.00 will not be required to pay an additional fee on an existing pet.

15.3 ALLOWED PETS

No more than 24 inches in height. Must be spayed or neutered. No pit bulls, rottweilers, chow chows, boxers or allowed unless the owner can provide acceptable proof that the dog was in the household prior to 4/17/01 when the Pet Policy was adopted.

Cats: Must be spayed or neutered.

Birds: Must be maintained in a cage at all time.

Fish: Maximum 20-gallon aquarium. Site Management must approve of size and installation.

Small mammals: e.g. hamsters, gerbils, rabbits, etc. must be kept caged at all times

*The following animals are **not** allowed as pets:*

- Snakes of all varieties
- Members of an endangered species
- Creatures which are inherently dangerous, e.g. tarantulas, piranha, etc.

15.4 PET REGISTRATION

Prospective pet owners must register their pet before it is brought onto the premises. Registration includes:

- A certificate or license signed by the Jersey City Department of Health
- Inoculation record, as required by City and/or State regulation, that is updated annually and indicates that all required shots have been received and are current.
- Identifying tags on the pet that includes the name, address and phone number of one or more persons responsible to provide care for the pet.
- Certificate stating that the pet has been spayed or neutered.

REVOCAION OF PERMISSION TO HOUSE A PET

The JCHA may revoke the permission to house a pet on a temporary or permanent basis for the following causes:

1. Creation of a nuisance after proper notification consistent with the pet rules.
2. Excessive pet noise or odor with proper notification.
3. Dangerous behavior by the pet.
4. The pet is not effectively restrained, leashed and under the control of a responsible individual while in common areas.
5. Excessive damage to the apartment/townhouse.
6. Problems with vermin or flea infestation.
7. Failure of the resident to provide adequate care and/or vaccination of the pet.
8. Leaving the pet unattended for eight hours or longer or left alone in an apartment/townhouse overnight.
9. Damage to other apartments/townhouses or common areas.

VIOLATION

Any violation of the Pet Policy shall be considered a violation of the Lease Agreement and shall subject the resident to appropriate penalties under state statute including eviction proceedings.

10. Civil Rights Certification – FAIR HOUSING

It is the policy of the JCHA to fully comply with all Federal, State and local nondiscrimination laws, the Civil Rights Acts, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

Civil Rights laws protect the rights of applicants and residents to equal treatment by the JCHA in the way Programs are implemented. It is the policy of the JCHA to comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- Executive Order 11063
 - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities
 - The Age Discrimination Act of 1975, which establishes certain rights of the elderly
 - Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the JCHA provide

individuals with disabilities access to its programs, services and activities including, common area and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the JCHA's housing units.

- Any applicable State laws or local ordinances,
- Title VI of the Violence Against Women Act and Department of Justice Re-Authorization Act of 2005 , Public Law 109-162, Sections 606 and 607, and
- Any legislation protecting the individual rights of residents, applicants or staff that may subsequently be enacted.

To further its commitment to full compliance with applicable Civil Rights laws, the JCHA will provide federal/State/local information to applicants/residents 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 JCHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The JCHA will assist any family who believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The JCHA 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.

11. Fiscal Year Audit

JCHA is required to have an audit conducted. The most recent fiscal audit was completed and a draft copy has been received by the JCHA and contains one (1) finding. This audit will be submitted to HUD shortly.

12. Asset Management

10.8 PAYING RENT

Rent and other charges are due and payable on or before the first day of the month. Unless otherwise specified, all rents for conventional Public Housing should be paid at designated banking facilities identified by the JCHA, which are posted at each development or by mail in the self-addressed envelope included with the monthly rent statement. Reasonable accommodations for this requirement will be made for persons with disabilities. Unless otherwise specified, no rent payments shall be accepted at the Site Management Office. The Resident may not alter or change the rent statement. Any necessary adjust to the rent must be made by authorized JCHA staff.

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the resident. In addition, a \$25.00 late charge will be assessed to the resident. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the resident will incur the late charge plus a fee of up to \$25.00 processing costs. In addition, the JCHA will require future rent payments in the form of cash or money order only.

19.2a Termination for Cause (Removed "B")

- B. A history of late rental payments, specifically, two or more late payments after service of a "Notice to Cease";

ONE STRIKE POLICY

1. JCHA shall make its One Strike Policy widely available. To do so, JCHA shall post a copy of its Policy on the JCHA website, in the asset manager's office of every JCHA premises, and in designated areas on JCHA premises. Additionally, JCHA shall make hard copies of the One Strike Policy available upon request.
2. JCHA shall provide a copy of the One Strike Policy to residents upon move-in and, again, during annual recertification. Upon signing the lease and as a condition thereof, residents must read the One Strike Policy and be provided with the ability to review same with a JCHA employee in order to obtain the

utmost clarity regarding its content. Moreover, residents (head of household and every person listed on the lease who has reached the age of a legal adult) shall be required to sign and date an appropriate acknowledgement form. The acknowledgement form should state that the signer understands JCHA's One Strike and, as a condition of the lease, promises to comply with its terms.

3. JCHA shall provide residents with and maintain uniform procedures for implementing One Strike. Such procedures include the following: the Asset Management Officer receives the Daily Arrest Bulletin and thereafter, on a daily basis, informs the Chief Compliance Officer and Asset Manager about site arrests via e-mail. The Asset Manager subsequently contacts the site-based Officer to obtain the arrest report. Next, the Asset Manager contacts the applicable Head of Household in order to discuss the arrest and reach a decision. The Asset Manager can decide one of three ways: (1) to take no further action; (2) to send a notice to cease; or (3) to contacts a Hearing Officer to schedule an informal hearing date, with two weeks notice provided to resident. If the third decision is made, then the file is assigned to the JCHA attorney—and the JCHA only—for a Notice of Termination (i.e. Notice to Quit). Additionally, the hearing date letter, arrest report, and confidential sheet are sent to the JCHA attorney and the Asset Management Officer. Thereafter, an Informal Hearing is held at the main office with the Resident, Hearing Officer, Asset Manager, and appropriate staff as needed. The Hearing Officer forwards the decision to the Deputy Director and Asset Manager. Upon the Deputy Director's review and approval, the Asset Manager forwards the decision and additional information to the JCHA attorney. Court action subsequently follows in one of three ways: (1) no further action; (2) stipulation agreement; or (3) termination of tenancy/eviction. Under the third route, the Tenancy Court decides the case with a judgment of possession. The Asset Manager must notify the local post office that the individual or family no longer resides there.
4. In accordance with federal law and applicable HUD regulations, the foregoing procedure shall be triggered by an arrest, and a criminal conviction is unnecessary to demonstrate violations of the applicable lease.
5. JCHA shall pursue evictions under One Strike based on egregious crimes committed by juveniles, as permitted by law.
6. If a resident has been evicted based on a One Strike violation and the charges against the resident are dismissed—not pled down to a lesser offense—then the resident shall be reinstated to the Section 8 Voucher Program if the resident previously held a voucher. If the resident previously resided in public housing, then that resident shall be reinstated to the next available public housing unit.
7. The lease shall require the tenant to act and cause authorized tenant members, guests and other persons under the tenant's control, to act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants, housing authority employees, or persons residing in the immediate vicinity of the premises. In accordance with federal law and applicable HUD regulations, a criminal conviction is not necessary to demonstrate serious violations of the lease. Prohibited activities include, but are not limited to, the following:
 - Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of housing authority's premises by other tenants, housing authority employees, agents of JCHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the lease;
 - Engaging in any violent criminal activity or other activity that threatens the life, health or property of other tenants, JCHA employees, or persons residing in the immediate vicinity of the premises;
 - Engaging in any drug-related criminal activity on or off JCHA premises; for purposes of the lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance;
 - Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the

intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a “deadly weapon” means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles. This also prohibits the use of any BB gun or pellet guns on JCHA property; and

- Owning or possessing illegal weapons on JCHA property;
- Causing any fire on JCHA premises, either intentionally or through negligent or careless disregard.
- If tenant, household members, guests or other persons under tenant’s control have been convicted of manufacture or production of methamphetamines on the premises of federally assisted housing, the lease shall be terminated immediately;
- If tenant, household members, guests or other persons under tenant’s control are subject to a lifetime registration requirement under state sex offender registration laws, then the lease shall be terminated immediately;

8. JCHA shall emphasize that the foregoing list of prohibited actions is not exhaustive. In all circumstances, except in circumstances that necessitate mandatory evictions, JCHA retains the authority to, after considering all credible evidence and on a case-by-case basis, decide against termination. JCHA shall consider the following factors when making determinations regarding authorized evictions under One Strike:

- Seriousness of the offending action
- The extent of participation by the leaseholder and other household members in the offending action, including whether the culpable member is a minor, disabled, or a victim of domestic violence or stalking
- The effects the eviction would have on family members not involved in the offending activity
- The extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action
- The effects the eviction, or the absence of eviction, would have on the community
- The demand for public housing by eligible families
- The length of time since the offending action
- If JCHA considers rehabilitation, then the tenant must submit evidence (e.g. formal certification of his/her participation in, or completion of, a rehabilitation program recognized by JCHA)

9. The following guidelines shall serve as just that: an instructive guide for JCHA and residents with respect to One Strike violations and their serious consequences. Note that the following guidelines are not mandatory, not applicable in all circumstances, and not exhaustive. In making any decisions pursuant to JCHA’s One Strike, employees shall consider alternatives and factors as described more clearly below and may, on a case-by-case basis under the totality of the circumstances based on the best evidence available to the JCHA, choose against eviction.

A. Drug charges:

- By Head of household:
 - Possession with intent to distribute --- On/Off site --- termination of tenancy.
 - Possession charge only --- On/Off site --- stipulation agreement to enter a rehabilitation program and no further lease violations for two years.
- By other members of the household on the lease:
 - Possession with intent to distribute --- On/Off site --- termination of tenancy.
 - Possession charge only --- On/Off site --- stipulation agreement to remove household member or enter a rehabilitation program and no further lease violations for two years.
- By persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:
 - Possession with intent to distribute:
 - On site --- stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years. Also, if the arrest happened in the unit with drugs, then termination of tenancy.
 - Off site --- certification to be signed by the head of household and must

provide A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the US Post Office. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years.

- Possession charge only --- On/Off site --- certification to be signed by head of household must provide either A or B: (A) documentation of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address.
- Note that the use of controlled substances in compliance with New Jersey state law (e.g. the New Jersey Compassionate Use Medical Marijuana Act, N.J.S.A. § 24:6I) will not subject tenants to violation of JCHA's One Strike unless such use constitutes a pattern of abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants.

B. Weapon charges:

○ Firearms:

- By Head of household --- On/Off site --- termination of tenancy.
- Other member of household on lease --- On/Off site --- termination of tenancy.
- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On site --- stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years. Also, if the arrest happened in the unit with weapons, then termination of lease
- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- Off site --- certification to be signed by head of household must provide either A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not to enter the unit and no further One Strike violations from the unit for two years.

○ Weapons other than firearms:

- By Head of household --- On/Off site --- based on the severity of weapons charge: termination of tenancy or stipulation agreement for no further One Strike violations for two years.
- Other member of household on the lease --- On/Off site --- based on severity of weapons charge: termination of tenancy or stipulation agreement.
- Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off site --- certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address.

C. Alcohol abuse: pattern of abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants

○ Head of household and any other member of the household on the lease:

- On site --- stipulation agreement for a rehabilitation program and no further One Strike violations for two years.
- Off site --- N/A

○ Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household:

- On site: stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years.
- Off site: N/A

D. Violent criminal activity:

- Violent criminal activity that interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants:

- Head of household --- On/Off site --- termination of tenancy.
- Other member of the household on lease --- On/Off site--- termination of tenancy.
- Violent criminal activity AND evidence that offender is residing in the unit
 - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household
 - On site:
 - With evidence that offender is residing in the unit --- stipulation agreement not to enter or visit the head of household in the unit and no further One Strike violations for two years.
 - Without evidence that offender is residing in the unit --- certification to be signed
 - Off site:
 - Certification to be signed by the head of household providing A or B: (A) documentation of address for the offender; (B) change of address by the head of household for the offender from the USPS and/or notification to the USPS that mail shall not be sent to the JCHA address. Also, if charged within 500 feet of public housing, then stipulation agreement for offender not the enter the unit and no further One Strike violations from the unit for two years.
- Violation criminal activity with additional charges:
 - Persons not on lease: relative, guest, or frequent visitor not on the lease using the address of the head of household --- On/Off site --- (1) termination of tenancy if there is evidence that the offender is residing in the unit; (2) stipulation agreement for the offender not to enter the unit and no further One Strike violations from the unit for two years.

10. Where JCHA deems appropriate and executes a stipulation agreement, JCHA shall seek eviction based upon any subsequent violations of the lease and/or One Strike which thereby violates the existing stipulation agreement. If JCHA has executed a stipulation agreement for a violation of One Strike, then JCHA may offer an informal grievance hearing to resolve the lease violation if it is not another One Strike violation.

11. Where the guidelines provide for a Stipulation Agreement, JCHA may require the removal of the offending individual from the lease. Where such alternative is appropriate, household members wishing to remain in JCHA housing must provide sufficient proof that the offending individual has indeed been physically removed from the housing unit. To do so, tenants shall refer to the following list. Tenants must provide documents and/or satisfy criteria from the following list, which must total a minimum of 10 points. For example, if a tenant provides the removed person's new lease from a different address, then such document totals 10 points; thus, the tenant has satisfied his/her obligation to remove the culpable person and, accordingly, the tenant along with the rest of his/her household may remain in JCHA housing.

1. Lease of removed person, evidencing his/her new address (10 POINTS)
2. Utility bill of removed person, evidencing his/her new address (7 POINTS)
3. Is head of household willing to move to a smaller apartment? (7 POINTS)
4. Resident in good standing (5 POINTS)
5. JCHA checks subject apartment and finds no evidence that the culpable person is still living in the apartment (5 POINTS)
6. Documentation notifying the USPS of a change of address for the offender (5 POINTS)
7. Mail going to removed person at different address (3 POINTS)
8. Request that mail not be delivered to the head of household's address (3 POINTS)
9. Legal Disclaimer Ad in newspaper (3 POINTS)

12. The Grandparent Clause is an exception to JCHA's One Strike. With regard to the treatment of elderly persons (whether heads of household or other household members) who have members on their lease who have been arrested in violation of One Strike, JCHA may offer an option for the elderly person to avoid eviction by allowing him/her to transfer to an appropriate senior site or building. This option is contingent upon the elderly resident's willingness to transfer to the new housing independently and, if appropriate, remove all non-elderly members from the lease, and sign a Stipulation Agreement barring

further violation of the lease provisions for two years.

13. Violence Against Women Act –

Violence Against Women Act (VAWA)

In accordance with Title VI of Public Law 109-162 and the applicable sections of the U.S. Housing Act of 1937, as amended, the JCHA is committed to preserving and protecting the right to safe, affordable housing for victims of domestic violence, dating violence, or stalking. The JCHA will comply with any provision of Federal, State or local law that provides the greatest protection for victims of these criminal acts.

1. The JCHA will not deny admission to any applicant on the basis that they are or have been a victim of domestic violence crimes if the applicant otherwise qualifies for assistance or admission.
2. If an applicant or resident is or has been a victim of domestic violence, dating violence or stalking, they must submit a form HUD-50066 certification and other acceptable and official documentation (i.e., police report, or letters from Prosecutors office, victim services agency or medical professional, etc.) to the Property Manager to verify the incident. The documentation must be received within 14 business days of notification to the JCHA that the individual is or has been a victim of these domestic violence crimes.
3. If an applicant or resident is or has been a victim of domestic violence, dating violence or stalking, they must submit a form HUD-50066 certification and other acceptable and official documentation (i.e., police report, or letters from Prosecutors office, victim services agency or medical professional, etc.) to the Property Manager to verify the incident. The documentation must be received within 14 business days of notification to the JCHA that the individual is or has been a victim of these domestic violence crimes.

Upon written notification to the JCHA and submission of acceptable documentation verifying the incident, as described above, the Property Manager will meet with the victim to explain the following options offered by the JCHA:

- Emergency Transfer: The resident may choose to transfer to another unit on-site or at another JCHA development. The resident must submit a written transfer request to the Property Manager. The Property Manager will forward the request to the Deputy Executive Director for approval. The resident will be offered a transfer to a suitable unit based on family size, composition and income.
- Social Services: The resident will be referred to a appropriate 3rd party agencies for supportive services and counseling, as needed.
- Housing Choice Voucher (Section 8): If the resident chooses, they may request a Housing Choice Voucher (Section 8) which will enable them to move to an apartment in the private market with rental assistance.
 - The JCHA will vigorously enforce the One Strike Policy and Lease Agreement to protect victims of domestic violence crimes without causing the victim to be penalized in the process as follows:
 - The JCHA will evict, remove or terminate assistance to any individual who is a resident and engages in criminal acts of physical violence or who poses an actual and imminent threat to family members, other residents, JCHA employees, or others.
 - The resident victim of such violence will not be evicted, removed, assistance terminated or otherwise punished because of the actions of the resident committing the criminal act. However, the JCHA reserves the right to evict the resident victim for any other material violations of the Lease committed by the victim.
 - In the event that the resident victim is not the Head of Household, the JCHA will honor court orders addressing the rights of access to or control of the unit, including civil protection orders that address the possession of property in cases where a family breaks up.

While the JCHA acknowledges the need to protect victims of domestic violence crimes, it has an obligation to provide safe and affordable housing to all residents. In this spirit, the JCHA will require the resident victim who becomes the new Head of Household to sign an Agreement stipulating that they will not allow the individual who committed the domestic violence crime into the apartment for a period of two (2) years unless the individual can produce official documentation verifying that they have completed an approved rehabilitation or counseling program and are no longer a threat to the resident victim or any other person.

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.*

JCHA plans to engage in mixed-finance development activities for public housing at *Lafayette Gardens under a HOPE VI Revitalization grant, at A. Harry Moore under a HOPE VI Revitalization grant and at Montgomery Gardens which was recently awarded a Choice Neighborhood Planning grant as follows:*

	<p>A. Lafayette Gardens: <i>submit a disposition application (for vacant land) and develop a last on-site rental phase of 64 family rental units – Glennview Townhouses II by 6/12; submit a homeownership plan to provide homeownership assistance for six former Lafayette households by 5/12; and submit a final Revitalization Plan amendment to conclude the HOPE VI Program by 4/12.</i></p> <p>B. A. Harry Moore: <i>submit a disposition application (for vacant land) and develop a last on-site rental phase of 56 rental units and Pre-K classrooms – Gloria Robinson Court Homes IV by 6/12; submit a disposition application (for vacant land) and Homeownership Plan by 7/12, and develop an on-site phase of four 2-family for-sale homes under a public housing homeownership program – Freeman Avenue Homes; submit a Revitalization Plan amendment to change the planned 70-unit Phase V affordable condo development to supportive rental housing by 4/12 and subsequently to submit a disposition for JCHA Admin buildings #410, #420, AMP #99 and mixed-finance funding applications.</i></p> <p>C. Montgomery Gardens: <i>the JCHA plans to continue developing its Choice Neighborhood Revitalization Plan including developing plans for people, neighborhood and housing, for both on and off site redevelopment and will seek funding from all possible public housing, other federal, state, local and private capital sources; continue its voluntary relocation program and implement mandatory relocation as demolition/disposition approvals are received; submit a demolition/disposition application for Buildings #3, 5 & 6 by 12/12; submit a rental term sheet for the gut rehab of Building #1 to create 68 senior rentals or alternatively seek amendment of previous disposition approval to seek Section 202 funding for Building #1 (timing based on NOFAs schedules); submit a site acquisition proposal for a first phase of off-site family rental housing both with and without a mixed-use component by 10/12; if funding is available, submit a HOPE VI or Choice Neighborhoods grant application (timing based on NOFA schedules).</i></p> <p>The JCHA <i>also will start exploring the conversion of its senior developments to Section 8 vouchers.</i></p>
7.0	
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

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.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Affordability	Supply	Quality	Accessability	Size	Location
Income <= 30% of AMI	24,207	5	5	5	5	5	3
Income >30% but <=50% of AMI	13,256	5	5	5	5	5	3
Income >50% but <80% of AMI	20,173	5	5	5	5	5	4
Elderly	9,222	5	4	4	5	2	5
Families with Disabilities	2,882	5	5	5	5	3	5
Race/Ethnicity (<i>Wht</i>)	20,749	5	5	5	5	5	4
Race/Ethnicity (<i>Blk</i>)	16,138	5	5	5	5	5	4
Race/Ethnicity (<i>Hisp</i>)	13,833	5	5	5	5	5	4
Race/Ethnicity (<i>Oth</i>)	6,916	5	5	5	5	5	4

Housing Needs of Families on the Waiting List

Public Housing waiting list			
	# of families	% of total families	Annual Turnover
Waiting list total	7,038		125
Extremely low income <=30% AMI	4,794	68.12%	
Very low income (>30% but <=50% AMI)	1,628	23.13%	
Low income (>50% but <80% AMI)	616	8.75%	
Families with children	2,892	41.10%	
Elderly families	1,668	23.70%	
Families with Disabilities	1,204	17.11%	
Race/ethnicity (<i>Wht</i>)	1010	14.35%	
Race/ethnicity (<i>Blk</i>)	3,286	46.69%	
Race/ethnicity (<i>His</i>)	2,546	36.18%	
Race/ethnicity (<i>Oth</i>)	224	3.18%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	3,105	44.12%	
2 BR	2,066	29.35%	
3 BR	1,567	22.26%	
4 BR	284	4.04%	
5 BR	13	0.18%	
5+ BR	3	0.04%	

Is the waiting list closed (select one)? No Yes
 If yes: Closed on 05/01/2007
 HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 59 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?
 No Yes (*for Elderly Designated Buildings, the Dwight St. Homes Homeownership Plan & Higher Income Households 51%-80% AMI*)

9.0

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
Extremely low income <=30% AMI	5,009	71.61%	
Very low income (>30% but <=50% AMI)	1,710	24.45%	
Low income (>50% but <80% AMI)	276	3.94%	
Families with children	3,535	50.54%	
Elderly families	807	11.54%	
Families with Disabilities	367	5.25%	
Race/ethnicity (<i>Wht</i>)	4,605	65.83%	
Race/ethnicity (<i>Blk</i>)	1,452	20.76%	
Race/ethnicity (<i>Hisp</i>)	870	12.44%	
Race/ethnicity (<i>Oth</i>)	32	0.97%	

Is the waiting list closed (select one)? No Yes (for general applicants, not for targeted programs like Transitional Housing, etc.)

If yes:

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 134 MONTHS (SINCE 10/2002)
Board approved closure of Mainstream waiting list 2/7/07

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? No Yes (*HOPE VI displacement, graduates of Transitional Housing Program, Homelessness Programs, and other specific targeted programs*)

The Housing Needs of the families in the Jurisdiction has not been revised. Those with extremely low income, the elderly and those families with disabilities comprise the highest number of families with needs that are served by the JCHA.

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.**

The strategies of the JCHA to maximize the number of affordable units available include the following:

- Employ effective maintenance and management policies to minimize the number of units off-line
- Reduce the turnover time for vacated units.
- Reduce the make-ready time to renovate units.
- Seek replacement of public housing units through mixed finance developments
- Seek replacement of public housing units lost through Section 8 replacement housing resources
- Maintain Section 8 lease-up rates by establishing payment standards that will enable families to rent
- Undertake measures to ensure access to affordable housing among families assisted by the PHA
- Maintain and increase Section 8 lease-up rates by marketing the program to owners
- Maintain and increase Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program.
- Participate in the Consolidated Plan development process to ensure coordinately with broader community strategies
- Promote program integrity to ensure only eligible and responsible families participate in public and assisted housing programs.
- Preserve and improve assisted housing by aligning it with the broader housing market through Transforming Rental Assistance (TRA) activities by encouraging a mix of incomes, uses, tenant choice and mobility.
- Explore the benefits of Moving to Work (MTW) strategies to reduce costs and achieve greater cost effectiveness in federal expenditures while giving incentives to families with children to become economically self-sufficient.
- Apply for additional Section 8 vouchers should they become available
- Leverage affordable housing resources in the community through the creation of mixed-finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Utilize Housing Choice Vouchers for project-based assistance program. Utilize "operating subsidy-only mechanism" for new housing developments.
- Adopt rent policies to support and encourage work.
- Employ admissions preferences aimed families who are working
- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly
- Provide assisted living services for existing elderly developments, and develop new elderly only developments
- Carry out modifications needed in public housing based on the section 504 Needs Assessment for public housing.
- Ensure feasible accessibility, modifications, adaptability and visitability in Curries Woods, Lafayette Gardens, A. Harry Moore and Montgomery Gardens HOPE VI on-going programs and projected programs. Provide homeownership opportunities for persons in need of accessible units. Provide Section 8 project-based assistance to programs that provide accessible units.
- Affirmatively market to races/ethnicities shown to have disproportionate housing needs.
- Secured ARRA funds and established a "Greenhab Crew" to do extensive renovations of vacant units with green/healthy technology and materials.
- Implementation on Energy Performance Contract to improve energy efficiency at Public Housing AMPs.

9.1

10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5- Year Plan.</p> <p>The JCHA continues to see the progress we are making in meeting our missions and goals.</p> <ul style="list-style-type: none"> • Ongoing planning and implementation of Revitalization Programs including the use of HOPE VI <i>and Choice Neighborhood. Closing on Glennview Townhouses II (Lafayette Gardens HOPE VI Phase VII) anticipated for 12/12. Closing on AHM Phase IIIB (A. Harry Moore HOPE VI) anticipated for 12/12. Closing on Freeman Avenue Homes (A. Harry Moore Phase IV) anticipated for 12/12. Mixed-finance funding applications to be submitted by 5/12 for A. Harry Moore Phase V and Montgomery Gardens Phase I and Phase II. Submission of draft Choice Neighborhood Plan by 11/12.</i> • Aggressively pursuing and applying for grants. • The JCHA received a \$250,000. Emergency Safety and Security Grant from HUD to address capital improvements at Marion Gardens • We have seen an increase in our REAC scores and continue to address the condition of our developments and housing units to ensure our residents are living in safe • The Deputy Director and Asset Managers continue to enforce all lease violations and evictions as per the ACOP and lease. • The JCHA continues to expand services to promote and support Resident Self-Sufficiency including new Homeownership Opportunities at Freeman Homes. Our Self-Sufficiency Program continues to help many residents. • In order to improve and expand affordable housing opportunities for Senior Citizens, the JCHA is developing a new senior designated mixed-income community <i>at Montgomery Gardens</i> through innovative partnerships with private developers. • Significant Improvements are on-going at our existing senior developments through the use of Capital and Leveraging Funds. • In order to achieve greater financial stability, the JCHA has increased the flat rents, entered into inter-local agreements, leased office space, and continues to investigate other sources of revenue. • As we continue to facilitate the transition to Asset Management, we have been successful in many aspects as noted by HUD during a review and also during our Stop-Loss evaluation. • Numerous training sessions were attended by staff on Asset Management, REAC inspections, budgets, etc. to provide training and development and to further our supportive goals. • The JCHA received a <i>second</i> Resident Opportunities & Self-Sufficiency (ROSS) Grant for Service Coordinators for <i>two</i> public housing communities <i>for the period of 6/1/12 to 5/31/17</i>. The Coordinators provide individualized case management services, a computer lab and job readiness workshops on site and refer residents to appropriate local service providers in the community. • In order to enhance and expand Management Information Systems and Broaden and Foster Agency Communications, the JCHA is in the process of upgrading our computer and telephone systems. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>The JCHA defines a “significant amendment” or a “substantial deviation/modification” of the Agency Plan to be any change in policy, programs, rules or practices that would normally require authorization by the JCHA Board of Commissioners through a Board Resolution.</p>
------	--

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

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 office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

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

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

- (a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that **approved and/or pending** demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/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.

6.0 (a)	<p>PHA Plan Update. Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission.</p> <p>Resident Comments Regarding One Strike Policy:</p> <ul style="list-style-type: none"> • <i>To put someone out of a residence because of a violation that somebody else committed doesn't seem fair.</i> • <i>Is the person who committed the crime allowed back on the site to visit family members if they are sick?</i> • <i>You have some older people who want to see their child but can't because of the situation that occurred.</i> • <i>If a person has a stipulation and is not allowed on the site, how do you monitor that?</i> • <i>We have some tenants who got put out due to One Strike Policy but they still come back.</i> • <i>The hallways are out of control and it's not the people who live there – it's the ones from the outside.</i> • <i>What happens in cases where the troubled person is living with a grandmother?</i> • <i>How long does it take to remove a person off the lease who is active and out there doing things?</i> • <i>So the One Strike Policy doesn't just deal with drugs.</i> • <i>I hope the Housing Authority will take into consideration the many aspects of a family before evicting the family.</i>
------------	--