

4. Operation and Management

The HHA adheres to the standards set forth in the Uniform Physical Condition Standards. These standards address the Housing Authority's site, building exterior, mechanical systems, common areas, and units.

Further, applicants and tenants are made aware of their responsibilities through the Housing Authority's Housekeeping Standards (attached) and the lease between the HHA and the tenant. In addition to the tenant's responsibilities, the lease (attached) defines the HHA's responsibilities.

While not a policy or standard, the HHA has, and will continue to have, a professional pest control company conduct monthly inspections and treatments at both properties.

HARRIETSTOWN HOUSING AUTHORITY

Housekeeping Standards

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In order to improve livability and conditions of the apartments owned and managed by the Harrietstown Housing Authority, uniform standards for resident housekeeping have been developed for all resident households.

HARRIETSTOWN HOUSING AUTHORITY RESPONSIBILITY: The standards that follow will be applied fairly and uniformly to all residents. The Harrietstown Housing Authority will inspect each unit at least annually to determine compliance with the standards. Upon completion of an inspection, the Harrietstown Housing Authority will notify resident in writing if the unit fails to comply with the standards. The Housing Authority will advise resident of the specific corrections required to establish compliance and of time the Housing Authority will schedule a second inspection, when necessary. Failure of the follow up inspection will constitute a violation of the lease terms.

Note: Possible training is available through the Franklin County Department of Social Services to any resident requesting or needing assistance in complying with the Housekeeping Standards by calling 1-800-397-8686.

RESIDENT RESPONSIBILITY: Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in termination of lease/eviction.

HOUSEKEEPING STANDARDS – INSIDE THE APARTMENT

General

1. Walls – should be clean, free of dirt, grease, holes, cobwebs and fingerprints;
2. Floors – should be clean, free of dirt, clear, dry and free of hazards;
3. Ceilings – should be clean and free of cobwebs;
4. Windows – should be clean and not nailed shut;
5. Woodwork – should be clean, free of dust, scratches and gouges;
6. Doors – should be clean, free of grease, and fingerprints;
7. Doorsteps – should be clean, locks should be in working condition;
8. Heaters – need to be cleaned and kept free of debris;
9. Trash – should be disposed of properly and not left in unit;
10. Entire unit should be free of rodent or insect infestation.
11. Any mold or mildew problem must be reported immediately.

Kitchen

1. Stove – should be clean and free to food and grease;
2. Floors – should be clean;
3. Refrigerator – doors should close properly and be clean and free from food spills;
4. Cabinets – should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under sink should be limited to small or lightweight items to permit access for repairs;
5. Exhaust fan – should be free of grease and dust;

6. Sink – should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
7. Food storage areas – should be neat and clean without spilled food;
8. Trash/garbage – should be stored in a covered container until removed to your outside refuse container;

Bathroom

1. Toilet and tank – should be clean and odor free;
2. Tub and shower – should be clean and free of excessive mildew and mold;
3. Lavatory – should be clean;
4. Exhaust fans – exterior kept clean and operable; If not tenant must report to repair to office.
5. Floor – should be clean and dry.

Storage Areas

1. Linen Closet – should be neat and clean;
2. Other Closets – should be neat and clean. No flammable materials should be stored in the unit;
3. Other storage areas – should be clean, neat and free of hazards.

HOUSEKEEPING STANDARDS –OUTSIDE THE APARTMENT

ALGONQUIN COMPLEX

1. yards – should be free of debris, trash and abandoned vehicles;
2. Steps (front and rear patio area) – should be clear and free of hazards;
3. Sidewalks – should be clear and free of hazards;
4. Storm doors – should be clean, with glass or screens in tact;
5. **Parking lot – should be free of abandoned vehicles. There should be no vehicle repairs in the lots. No vehicle washing on premises;**
6. Laundry areas – should be clean and neat. Clean washers and remove lint from dryers;*
7. Trash bins should be clean and put together at all time;
8. Items used while outside should be put away (chairs, toys) when not in use;
9. Exterior building walls – do not allow children to write on buildings;

**Washer/dryers only allowed in four bedroom apartment*

LAKE FLOWER HIGH-RISE

1. Common lounging areas – should be free of debris, trash and cigarette butts;
2. **Parking lot – should be free of abandoned vehicles. There should be no vehicle repairs in the lots. No vehicle washing on premises;**
3. Laundry areas on each floor – should be clean and neat. Clean washers and remove lint from dryers
DO NOT LEAVE LAUNDRY IN WASHER/DRYER WHEN CYCLE IS DONE;
4. Exterior apartment doors should not be cluttered with posters, notes, propaganda;
5. Items used while outside should be put away (chairs, grill);

Failure to follow Harrietstown Housing Authority policies and/or Housing Authority house rules is a violation of your lease and grounds for termination.

HARRIETSTOWN HOUSING AUTHORITY

Public Housing Lease

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1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Harrietstown Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at **14 Kiwassa Road, Saranac Lake, NY 12983 Unit # _____**.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported in writing to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____ This person's address is _____ and phone number is _____.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one month and shall renew automatically every month, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____. Prompt payment of electrical bills is part of monthly rent. If tenant fails to pay utilities and electric is turned off, apartment is considered inhabitable and tenant must vacate apartment.

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on 30% of the gross adjusted income and other information reported by the Resident

Families may change rent calculation methods at any recertification. Families who have chosen the **flat rent** option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change. Tenant can change from Flat rent basis only once in the three-year period.

This amount is due on the first day of each month at the Harrietstown Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a

reasonable accommodation on where to pay rent is needed, other arrangements can be made. If Resident fails to make the rent payment by the fifth day of the month, a Delinquent Rent Notice will be issued to the Resident. A **\$35 late charge** will be assessed to cover the added costs of a rent payment received after the fifth day of the month. A check returned shall be considered non-payment of rent and **in addition to the late charge a \$35 returned check fee may be charged for a total additional charge of \$70.**

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings **with an additional \$25 administrative fee.**

4. **SECURITY DEPOSIT:**

The family will pay a security deposit at the time of lease signing. The security deposit will be:

Lake Flower High-rise:	Efficiency	\$300.00
	1-Bedroom	\$350.00

Maximum Security Deposit amounts are determined based on 30% of your gross adjusted income before any utility allowance deduction. A tenant's security deposit will be the above minimum amount or the 30% of adjusted income calculation, whichever is greater. As a household's rent increases, the Security shall be increased to match.

The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit. This amount does/does not include a pet deposit of \$_____.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.
- d. Court costs.
- e. Less administrative fees for maintaining security deposits.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit. Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit. A 1% administrative fee is deducted from the interest earned. Interest earned over the 1% administrative fee is refunded to the tenant each year. Interest earned by tenant to be refunded to tenant by bank at end of each year.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, upon written request from the tenant, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than **two consecutive days** without obtaining the prior **written** approval of the Landlord;
- b. sublet or assigns the unit, or any part of the unit;
- c. engages in or permits unlawful activities in the unit, in the common areas, or on the property grounds;
- d. **act or allow household members or guests to act in a manner that will disturb* the rights or comfort of neighbors; (*trouble emotionally or mentally: upset)**
- e. Permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity, criminal activity is not limited to but can include activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason
- g. Permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- h. Effective January 1, 2010, resident shall not permit any member of the household, a guest, visitor, aide or anyone to smoke in the unit, building or any other area, other than designated smoking areas outside. Resident must comply with the Landlord's non-smoking policy
- i. Wear inappropriate attire in common areas (night clothes, undergarments, no shoes, no shirt).
- j. Drink alcoholic beverages in any areas except within an apartment unless accepted in writing by the executive director.

With respect to criminal activity and/or other violations described anywhere in this Lease:

Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents (such as daycare). All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, fosters children and/or adults and the live-in caregiver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection. **Unit is considered vacated and Housing Authority can enter when all of the tenant's belongings have been removed or end of business day on last day of notice to vacate. Removal if items remaining will be charged to tenant.**

7. **UTILITIES:** The Harriestown Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control: **Utilities are included for the Lake Flower High-rise only.**

The Algonquin Apartment Complex Resident agrees to pay for the following utilities: **electricity**

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. **Tenant is required to provide the previous twelve months' utility billings for their rental unit to the Housing Authority upon annual certifications to determine utility allowances. (Algonquin Apartment Complex Tenants only).**

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification. At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty-days (60). In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family. Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit in writing within ten days of vacating.

In addition, Residents paying rent based on a percentage of income must report the following activities that occur between Annual Rent Recertification:

- c. A decrease or increase in annual income;
- d. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- e. Handicapped assistance expenses, which enable a family member to work;
- f. Medical expenses of elderly, disabled, or handicapped head of households that are not covered by insurance;

- ; g. tenant must report all increases in income in household within five business days.or
- h.. Other family changes that impact their adjusted income.
- i. must report all changes in income.

Notwithstanding the provisions listed above, a Resident's rent **shall not be reduced** if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease. The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances and it is verified. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
 - b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. Failure to report increases in income within five business days could result in less than thirty days notice for rent increase.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a **clean and safe condition**;
- b. uses all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litters the grounds or common areas of the property;
- d. not undertakes, or permits his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. **not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location**;
- h. remove garbage and other waste from the dwelling unit in a **clean and safe manner**; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.
- j. not to clutter outside door with letters, notices, warnings, pictures or propaganda.
- k. to inform landlord immediately of any mold or mildew problem.
- l. shampoo carpets, clean stove and refrigerator and bathroom upon vacating apartment.
- m. not remove any batteries from a smoke detector or to notify the Landlord if the smoke detector is inoperable for any reason.

***clean and safe free from dirt, stain or impurities; unsoiled**

The Landlord Agrees To:

- m. maintain the premises and the property in decent and safe condition;
- n. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- o. make necessary repairs to the premises;
- p. keeps property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- q. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;

- r. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- s. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered **uninhabitable*** at no fault of the Resident:

- t. The Resident shall immediately notify the Landlord;
- u. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- v. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- w. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

***uninhabitable – unfit, not suitable to live in**

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantles, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attaches awnings or window guards in the dwelling unit;
- d. attaches or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attaches any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. installs or alters carpeting, resurface floors or alter woodwork;
- g. installs washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
- h. places any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide twenty four hour written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit. **The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.**

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit, upon written request from the tenant, when an appropriate dwelling unit becomes available under the program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed two weeks unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures. Failure to transfer to an appropriate sized unit will result in termination of the lease.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

Failure to follow Harrietstown Housing Authority policies and/or Housing Authority house rules is a violation of your lease and grounds for termination.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. failure to abide by the provisions of the pet policy;

- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender; or
- t. any other good cause.
- u. failure to properly supervise children (guest) while they are outside your apartment.
- v. Solicitation is prohibited in any form and can be grounds for termination.
- w. Effective January 1, 2010, failure to comply with the Landlord's non-smoking policy.

With respect to criminal activity and/or other violations described anywhere in this Lease:

Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
- a. for failure to pay rent, at least fourteen (14) days;
 - b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
 - c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- d. specifies the date the Lease shall be terminated;
 - e. states the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
 - f. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.
18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 day's written notice (**1ST OF THE MONTH TO THE 30TH OF THE MONTH**) before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first and forfeiture of the security deposit. Upon resident removing all belongings from the unit the Housing Authority may take occupancy even if it is not to the end of the vacate notice period.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear accepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent by one month or more and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 60 days after the Landlord received actual notice of abandonment or 60 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Harriestown Housing Authority 14 Kiwassa Road, Saranac Lake, NY 12983.

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

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

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

23. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. The Landlord may modify such rules from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
25. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
 - b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
 - c. Notwithstanding anything to the contrary contained in paragraphs a and b, above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
 - d. **Nothing in this section** shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member.

26. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments:

- Grievance Allowances
- Schedule of Routine Maintenance Charges
- Request for Reasonable Accommodation Form
- Housekeeping Standards
- Pet Policy
- Parking Policy
- Air Conditioning Policy
- Copy of Notice To Vacate
- Non-Smoking Policy

DATE REC'D ATTACHMENTS: _____

DEFINITIONS:

Disturb: trouble emotionally or mentally; upset

Clean: free from dirt, stain or impurities; unsoiled

Noise: sound or sounds that are unpleasant, unexpected or undesired.

Sanitary: free from elements, such as filth or pathogens that endanger health

Safe: secure from danger or injury; unhurt

Uninhabitable: unfit, not suitable to live in

Signatures:

RESIDENT: 1) _____ Date _____

2) _____ Date _____

LANDLORD: _____ Date _____

HARRIETSTOWN HOUSING AUTHORITY

Public Housing Lease

SARAH A. CLARKIN,
EXECUTIVE DIRECTOR
sclarkin@harriestownha.org



DEBBIE ZERRAHN
HOUSING ASSISTANT
dzerrahn@harriestownha.org

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Harrietstown Housing Authority, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at **240 George LaPan Saranac Lake, NY 12983 Unit # _____**

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported in writing to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____. **This person's address is** _____ **and phone number is** _____.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one month and shall renew automatically every month, unless terminated as provided by this Lease. Notice to end the lease by tenant must be from 1st of month to the 30th of the month. Failure to pay last month's rent will forfeit all of security deposit.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$_____. Prompt payment of electrical bills is part of monthly rent. If tenant fails to pay utilities and electric is turned off, apartment is considered inhabitable and tenant must vacate apartment.

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on 30% of the gross adjusted income and other information reported by the Resident.

Families may change rent calculation methods at any recertification. Families who have chosen the **flat rent** option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care

and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change. Tenant can change from Flat rent basis only once in the three-year period.

This amount is due on the first day of each month at the Harrietstown Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. If Resident fails to make the rent payment by the fifth day of the month, a Delinquent Rent Notice will be issued to the Resident. A **\$35 late charge** will be assessed to cover the added costs of a rent payment received after the fifth day of the month. A check returned shall be considered non-payment of rent and **in addition to the late charge a \$35 returned check fee may be charged for a total additional charge of \$70**. Please note that the electric bill is part of the monthly rent. Failure to pay electric causing termination of electrical service will result in termination of the lease by the landlord.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings **with an additional \$25 administrative fee**.

4. SECURITY DEPOSIT:

The family will pay a security deposit at the time of lease signing. The security deposit will be:

Algonquin Apartments:	2-Bedroom	\$400.00
	3-Bedroom	\$500.00
	4-Bedroom	\$600.00

Maximum Security Deposit amounts are determined based on 30% of your gross adjusted income before any utility allowance deduction. A tenant's security deposit will be the above minimum amount or the 30% of adjusted income calculation, whichever is greater. As a household's rent increases, the Security shall be increased to match.

The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit. This amount does/does not include a pet deposit of \$_____.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.
- d. Court costs.
- e. Less administrative fees for maintaining security deposits.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit. Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the

Security Deposit. A 1% administrative fee is deducted from the interest earned. Interest earned over the 1% administrative fee is refunded to the tenant each year. Interest earned by tenant to be refunded to tenant by bank at end of each year.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, upon written request from the tenant, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than **two consecutive days** without obtaining the prior **written** approval of the Landlord; maximum twenty-four days in one year.
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. **act or allow household members or guests to act in a manner that will disturb* the rights or comfort of neighbors; (*trouble emotionally or mentally: upset)**
- e. Permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity, criminal activity is not limited to but can include activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason
- g. Permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- h. Effective January 1, 2010, resident shall not permit any member of the household, a guest, visitor, aide or anyone to smoke in the unit, building or any other area, other than designated smoking areas outside. Resident must comply with the Landlord's non-smoking policy

With respect to criminal activity and/or other violations described anywhere in this Lease:

Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents (such as daycare). All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses. Tenant must also provide liability insurance naming the Housing Authority as an additional insured.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, fosters children and/or adults and the live-in caregiver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection. **Unit is considered vacated and Housing Authority can enter when all of the tenant's belongings have been removed or end of business day on last day of notice to vacate. Removal of any items remaining will be charged to tenant.**

7. **UTILITIES:** The Algonquin Apartment Complex Resident agrees to pay for the following utilities: **electricity**. Please note that the electric bill is part of the monthly rent. Failure to pay electric causing termination of electrical service may result in termination of the lease by the landlord.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. **Tenant is required to provide the previous twelve months' utility billings for their rental unit to the Housing Authority upon annual certifications to determine utility allowances.**

Units not equipped with washer/dryer hook ups will not be allowed to have portable washer/dryers.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification. At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty-days (60). In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family. Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:
- a. A member has been added to the family through birth, adoption, or court-awarded custody.
 - b. A household member is leaving or has left the family unit in writing within ten days of vacating.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Re-certifications:

- c. A decrease in annual income;
- d. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- e. Handicapped assistance expenses, which enable a family member to work;
- f. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance;
- g. tenant must report all increases in household income within five working days; or
- h. Other family changes that impact their adjusted income.
- i. tenant must report all changes in household in income.

Notwithstanding the provisions listed above, a Resident's rent **shall not be reduced** if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease. The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances **and it is verified**. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. Failure to report increases in income within five business days could result in less than thirty days notice for rent increase.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY:** Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE:**

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a **clean and safe condition**;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. **not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location**;
- h. remove garbage and other waste from the dwelling unit in a **clean and safe manner**;
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred.
- j. not to clutter outside door with letters, notices, warnings, pictures or propaganda.
- k. inform landlord immediately of any mold or mildew problem.
- l. shampoo carpets, clean stove and refrigerator and bathroom upon vacating apartment.
- m. agrees to keep back yard free of clutter, broken items and trash.
- n. not remove any batteries from a smoke detector or to notify the Landlord if the smoke detector is inoperable for any reason.

***clean and safe free from dirt, stain or impurities; unsoiled**

The Landlord Agrees To:

- m. maintain the premises and the property in decent and safe condition;
- n. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- o. make necessary repairs to the premises;
- p. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;

- q. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- r. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
- s. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is rendered **uninhabitable*** at no fault of the Resident:

- t. The Resident shall immediately notify the Landlord;
- u. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- v. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- w. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

***uninhabitable – unfit, not suitable to live in**

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.
- k. Shall not allow use of a back yard swimming pool larger than 2 feet in height or 4 feet in diameter – pool must be emptied after each use.

14. **ACCESS BY LANDLORD:** The Landlord shall provide twenty four hour written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit. **The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.**

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit, upon written request from the tenant, when an appropriate dwelling unit becomes available under the program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed two weeks unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures. Failure to transfer to an appropriate sized unit will result in termination of the lease.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

Failure to follow Harrietstown Housing Authority policies and/or Housing Authority house rules is a violation of your lease and grounds for termination.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- m. failure to abide by the provisions of the pet policy;

- n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted therefrom;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender; or
- t. any other good cause.
- u. Failure to properly supervise children while they are outside playing.
- v. Solicitation is prohibited in any form and can be grounds for termination.
- w. Failure to pay utilities causing termination of electrical service to apartment.
- x. Failure to keep back yard free of clutter, broken items any trash.
- y. Effective January 1, 2010, failure to comply with the Landlord's non-smoking policy.

With respect to criminal activity and/or other violations described anywhere in this Lease:

Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation; or
- c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- d. specify the date the Lease shall be terminated;
- e. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- f. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice (**1ST OF THE MONTH TO THE 30TH OF THE MONTH**) before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first and forfeiture of the security deposit. Upon resident removing all belongings from the unit the Housing Authority may take occupancy even if it is not to the end of the vacate notice period. Apartment is considered vacated upon removal of all tenants' personal items or at the end of business on the last day of notice to vacate. Landlord at tenant's expense will remove any items remaining in the apartment.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear accepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent by one month or more and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 60 days after the Landlord received actual notice of abandonment or 60 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Harriestown Housing Authority 14 Kiwassa Road, Saranac Lake, NY 12983.

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

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

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

23. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. The Landlord may modify such rules from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

25. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.

- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
- b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
- c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- d. **Nothing in this section** shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member.

26. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

- Attachments:** Grievance Procedure
Utility Allowances
Schedule of Routine Maintenance Charges
Request for Reasonable Accommodation Form
Housekeeping Standards
Pet Policy
Parking Policy
Air Conditioning Policy
Copy of notice to vacate
Non-Smoking Policy

DATE REC'D ATTACHMENTS: _____

DEFINITIONS:

Disturb: trouble emotionally or mentally; upset

Clean: free from dirt, stain or impurities; unsoiled

Noise: sound or sounds that are unpleasant, unexpected or undesired.

Sanitary: free from elements, such as filth or pathogens that endanger health

Safe: secure from danger or injury; unhurt

Uninhabitable : unfit, not suitable to live in

Signatures:

RESIDENT: 1) _____ Date _____
2) _____ Date _____
3) _____ Date _____
4) _____ Date _____

LANDLORD: _____ Date _____

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5. Grievance Procedures

The applicable HHA policies, as of June 30, 2014, are attached. They include:

✓ ***Admissions and Continued Occupancy Plan (ACOP)***

Chapter 14: Grievances and Appeals

Part I – Informal Hearings for Public Housing Applicants

Part II – Informal Hearings with Regard to Non-Citizens

Part III – Grievance Procedures for Public Housing Residents

✓ ***Administrative Plan (Admin Plan)***

Chapter 16: Program Administration

Part III – Informal Reviews and Hearings

Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

PHA Policy

The PHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's notification of denial of admission.

Except as provided in Section 3-III.F, the PHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

Conducting an Informal Hearing [PH Occ GB, p. 58]

PHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the PHA.

Informal Hearing Decision [PH Occ GB, p. 58]

PHA Policy

The PHA will notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in PHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the PHA is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status.

The PHA grievance procedure must be included in the lease.

PHA Policy

The PHA grievance procedure will be incorporated by reference in the tenant lease.

The PHA must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the PHA grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by the PHA before adoption of any changes to the grievance procedure by the PHA.

PHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the PHA of any proposed changes in the PHA grievance procedure, to submit written comments to the PHA.

The PHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant’s lease or PHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the PHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - Right of the tenant to be represented by counsel
 - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
 - A decision on the merits
- **Hearing Officer/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** – includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

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

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: PHAs may use expedited grievance procedures for the first two of the three excluded categories listed above. These expedited grievance procedures are described in Section 14-III.E below.

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's grievance procedure as described above.

PHA Policy

The PHA is located in a due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that resulted in a felony conviction of a household member or that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for violent or drug-related criminal activity on or off the premises.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

PHA Policy

The PHA will accept requests for an informal settlement of a grievance either orally or in writing, to the PHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

PHA Policy

The PHA will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]

Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The complainant must submit the request in writing for a grievance hearing within a reasonable time after receipt of the summary of informal discussion [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action or relief sought.

PHA Policy

The resident must submit a written request for a grievance hearing to the PHA within 5 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding [24 CFR 966.55(c)].

Escrow Deposits [24 CFR 966.55(e)]

Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the family must pay an escrow deposit to the PHA. When a family is required to make an escrow deposit, the amount is the amount of rent the PHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel.

The PHA must waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income [24 CFR 5.630(b)(3)].

Unless the PHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

PHA Policy

The PHA will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

Scheduling of Hearings [24 CFR 966.55(f)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

PHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

PHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.55(g)]

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

PHA Policy

The PHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or any drug-related criminal activity on or near such premises.

Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have 3 business days to make their hearing request. The hearing officer will have 3 business days to schedule the hearing, and 3 business days to render a decision. All other aspects of the expedited grievance process shall be the same as for other grievances.

14-III.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.55(b)]

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person.

PHA Policy

PHA grievance hearings will be conducted by a single hearing officer and not a panel. The PHA has designated the following to serve as hearing officers:

Community Development Director- Saranac Lake

The PHA must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.

PHA Policy

The PHA will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is neither a friend nor enemy of the complainant, that they do not have a personal stake in the matter under dispute, and will otherwise not appear to lack of impartiality.

The PHA must consult with resident organizations before a person is appointed as a hearing officer or hearing panel member. Comments from the resident organizations must be considered before making the appointment.

14-III.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

PHA Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

PHA Policy

Hearings may be attended by the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing [24 CFR 966.56(c)]

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

Failure to Appear [24 CFR 966.56(d)]

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

PHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(e), (f), and (g)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer/panel. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer/panel must require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer/panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [24 CFR 966.56(f)].

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(g)].

PHA Policy

If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing.

The PHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(h)]

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA's responsibilities pertaining to reasonable accommodation.

14-III.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the tenant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A copy of the decision, with all names and identifying references deleted, must also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the PHA representative(s)

Name of family representative (if any)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the PHA to restore the family's status.

Procedures for Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/panel is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA

PHA Policy

When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/panel, or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a

waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

PHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA's subsidy standards, or the PHA determination to deny the family's request for exception from the standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of the PHA.

A brief statement of the reasons for the decision, including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for the PHA's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

A copy of the PHA's hearing procedures.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date

The PHA must be given an opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the PHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

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

PHA Policy

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

[List here positions/organizations that have been designated to serve as hearing officers]

Attendance at the Informal Hearing

PHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines

for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the PHA representative; and
- Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

Procedures for Rehearing or Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

In addition, within 10 business days after the date the hearing officer's report is mailed to the PHA and the participant, the PHA or the participant may request a rehearing or a further hearing. Such request must be made in writing and postmarked or hand-delivered to the hearing officer and to the other party within the 10 business day period. The request must demonstrate cause, supported by specific references to the hearing officer's report, why the request should be granted.

A rehearing or a further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of the PHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

PHA Notice of Final Decision [24 CFR 982.555(f)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

The PHA will mail a "Notice of Final Decision" including the hearing officer's report to the participant and their representative. This notice will be sent by first-class mail, postage pre-paid, with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof of mailing will be maintained in the PHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

6. Designated Housing for Elderly and Disabled Families

The HHA has no plans to designate any properties or apply for designation of any properties for occupancy by elderly and disabled families.

7. Community Service and Self-Sufficiency

The HHA has a staff person who serves as a part-time Resident Services Coordinator and, as such, dedicates a percentage of her time to assisting families.

Through her services, elderly and disabled residents are able to live independently. Examples of services include helping residents communicate with outside agencies, complete a wide variety of paperwork, conduct banking, sort/read mail, and arrange for transportation services.

The HHA has a Resident Education and Support Policy (attached). The policy's intent is to assist public housing residents and HCV participants achieve a college degree by providing, on a conditional basis, refurbished computers. The number of computers provided annually is at the discretion of the Executive Director and depends on the Housing Authority's fiscal health and the availability of community partners.

Eligible recipients include those enrolled, in the current or next semester, in a program at an accredited college and having a designated career path. Eligible recipients will be provided with a refurbished notebook/computer. This notebook will remain the property of the Housing Authority until documentation verifying successful completion of course work for one school year is provided. Upon the provision of such documentation, the notebook's ownership transfers to the recipient.

The HHA complies with the community service requirements as set forth in its ACOP, Chapter 11, Parts I and II (attached).

Regarding income changes resulting from welfare program requirements, the HHA complies with HUD regulations and HHA policies set forth in the ACOP, Chapter 6, Part I, and Chapter 9, Parts I, III, and IV. These are attached.

HARRIETSTOWN HOUSING AUTHORITY

14 KIWASSA ROAD STE 1
SARANAC LAKE, NEW YORK 12983



LAKE FLOWER APARTMENTS
ALGONQUIN APARTMENTS
SECTION 8 RENTAL ASSISTANCE

DAVID ALDRICH, EXECUTIVE DIRECTOR
DAldrich@Harrietstownha.org

RESIDENT EDUCATION SUPPORT POLICY

INTENT:

It is the intent of this policy to assist Harrietstown Housing Authority public housing residents and Housing Choice Voucher program participants to achieve their educational goals in attaining a degree by conditionally providing refurbished computers.

The quantity of computers to be provided annually will be determined by the Executive Director. This number may be adjusted depending on budget and community partners.

REQUIREMENTS:

To be considered an applicant must provide documentation of enrollment in the current or next semester in a program at an accredited College with a designated career path.

A refurbished notebook will be provided for your use. This notebook will remain the property of the Harrietstown Housing Authority until you have demonstrated successfully completing course work each semester for one school year by providing a copy of your grades.

Upon providing documentation of having met the above condition the notebook computer will be released to you and you will retain ownership.

Failure to meet the above terms will require the return of the Harrietstown Housing Authority Property. Any damage or loss is the responsibility of the resident and will be billed for repair or replacement.

Leaving residence from a Harrietstown Housing Authority property or terminating a Housing Choice Voucher contract with Harrietstown Housing Authority prior to completion of the necessary course work may require the return of the HHA notebook.

The final determination on the release or return of the HHA notebook is that of the Executive Director.

I agree to the above conditions and have received notebook serial # _____

Name _____ Signature _____ Date _____

The ownership has been release to the above named individual.

Signature _____ Executive Director Date _____

RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

Adopted July 21, 2010

(518) 891-3050
891-3630

DAldrich@Harrietstownha.org

TTD (518) 891-2860

FAX (518)

Chapter 11

COMMUNITY SERVICE

INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

PHA Policy

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify the PHA in writing within 5 business days of the circumstances becoming known. The PHA will review the request and notify the individual, in writing, of its determination within 10 business days. The PHA may require those individuals to provide documentation to support their claim.

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH 2009-48]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program
- This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program

of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

Community Service [24 CFR 960.601(b), Notice PIH 2009-48]

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

Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board

Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2009-48]

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)

- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2009-48]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, Attachment A of Notice PIH 2009-48, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease.

PHA Policy

The PHA will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is

determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

PHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

PHA Policy

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least 30 days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

PHA Policy

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status between Annual Determinations

PHA Policy

Exempt to Nonexempt Status

If an exempt individual becomes nonexempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30 day notice.

Nonexempt to Exempt Status

If a nonexempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4)]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

PHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2009-48].

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide certification to the PHA, signed by the organization, that the family member has performed the qualifying activities [24 CFR 960.607].

PHA Policy

If anyone in the family is subject to the community service requirement, the PHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.

Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require third-party verification.

11-I.E. NONCOMPLIANCE

Initial Noncompliance

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

If the tenant or another family member has violated the community service requirement, the PHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with the PHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit [24 CFR 960.607(c), Notice PIH 2009-48].

Notice of Initial Noncompliance [24 CFR 960.607(b)]

If the PHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the PHA must notify the tenant of this determination.

The notice to the tenant must briefly describe the noncompliance. The notice must state that the PHA will not renew the lease at the end of the twelve-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the PHA to cure the noncompliance, or the family provides written assurance satisfactory to the PHA that the tenant or other noncompliant resident no longer resides in the unit.

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

PHA Policy

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12 month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance [24 CFR 960.607(b)]

If, after the 12 month cure period, the family member is still not compliant, the PHA must terminate tenancy of the entire family, according to the PHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

PHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

Enforcement Documentation [Notice PIH 2009-48]

PHAs are required to initiate due process (see 24 CFR 966.53(c)) against households failing to comply with lease requirements including the community service and self-sufficiency requirement.

When initiating due process, the PHA must take the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
- Right of the tenant to be represented by counsel
- Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have
- A decision on merits

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

11-II.A. OVERVIEW

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

PHA Policy

The PHA will notify its insurance company if residents will be performing community service at the PHA. In addition, the PHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

PHA Policy

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the PHA Plan.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

When the PHA has a ROSS program, a ROSS Service Coordinator, or an FSS program, the PHA will coordinate individual training and service plans (ITSPs) with the community service requirement. Regular meetings with PHA coordinators will satisfy community service activities and PHA coordinators will verify community service hours within individual monthly logs.

EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

Note: Political activity is excluded.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is engaged in *work activities*
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

Work Activities – as it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available

- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
4. Change in exempt status:

- If, during the twelve (12) month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
- If, during the twelve (12) month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or nonexempt status and compliance of family members;
 - The PHA will secure a certification of compliance from nonexempt family members (Attachment B).
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;

- The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(I) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

EXHIBIT 11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- 62 years of age or older (*Documentation of age in file*)
- Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement (*Documentation of HUD definition of disability in file*)

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Signature of Family Member _____
Date

- Is the primary caretaker of such an individual in the above category. (*Documentation in file*)
- Is engaged in work activities (*Verification in file*)
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program (*Documentation in file*)
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program (*Documentation in file*)

Signature of Family Member _____
Date

Signature of PHA Official _____
Date

8. Safety and Crime Prevention

The HHA strives to protect the safety of all its residents. It is an unfortunate reality that crime occurs in all corners of society. And, while located in some of the farthest reaches of New York State, the Town of Harrietstown and Village of Saranac Lake are not immune to criminal and drug-related activity.

In a June 2014 statement, the Chief of the Village of Saranac Lake Police Department pointed to an increase in the number of arrests in each of the last three years. He remarked on an overall increase in arrests for drug possession/sales and more serious incidents.

Each of the HHA's two projects has crime prevention measures in place. The Lake Flower Apartments, a high rise structure, has keyed access and a buzzer entry system for visitors. Tenants have the option of seeing the individual(s) requesting access via a television channel and buzzing them into the building. In addition to the buzzer system, a number of interior and exterior cameras capture activity at entrances, parking lot, and first floor lobby, hallways, and elevators. At the Algonquin Apartments, five row townhouse buildings and one non-dwelling building, interior cameras exist in the non-dwelling building and some exterior lighting is directed at parking and other common areas.

In June of 2014, the HHA applied for a HUD Emergency Safety and Security grant to address the increasing threats, bolster security measures, and better safeguard residents.

The HHA has a close working relationship with the Village of Saranac Lake Police Department as well as the Franklin County Sheriff's Department. Collaboration is not uncommon.

9. Pets

The applicable HHA policies, as of June 30, 2014, are attached. They include:

✓ ***Admissions and Continued Occupancy Plan (ACOP)***

Chapter 10: Pets

Part I – Assistance Animals

Part II – Pet Policies for All Developments

Part III – Pet Deposits and Fees in All Developments

Chapter 10

PETS

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

INTRODUCTION

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

The chapter is organized as follows:

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

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

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

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

PART I: ASSISTANCE ANIMALS

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

10-I.A. OVERVIEW

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

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

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

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

10-I.B. APPROVAL OF ASSISTANCE ANIMALS

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

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

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

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

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

PHA Policy

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

10-I.C. CARE AND HANDLING

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

PHA Policy

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

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

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

PART II: PET POLICIES FOR ALL DEVELOPMENTS

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

10-II.A. OVERVIEW

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

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

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

PHA Policy

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

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

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

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

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

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

If the PHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason for

refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Pet Agreement

PHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn.

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

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

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

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

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

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

Definition of "Common Household Pet"

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

PHA Policy

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

The following animals are not considered common household pets:

- Reptiles
- Rodents-remove from list
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

- Any animal not permitted under state or local law or code

Number of Pets

PHA Policy

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

Families moving into HHA housing with multiple pets may be allowed at the discretion of the executive director. If these pets in excess of the policy are no longer part of the household they may not be replaced.

Other Requirements

PHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

10-II.D. PET RULES

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

Pet Area Restrictions

PHA Policy

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

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

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

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

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

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

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

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

PHA Policy

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

PHA Policy

The pet owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in a suitable container. The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

PHA Policy

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

Installation of pet doors is prohibited.

Noise

PHA Policy

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

Pet Care

PHA Policy

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

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

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

Responsible Parties

PHA Policy

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

A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

PHA Policy

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

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

Pet Rule Violations

PHA Policy

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

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

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

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

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

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

Notice for Pet Removal

PHA Policy

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

The notice will contain:

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

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

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

Pet Removal

PHA Policy

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

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

Termination of Tenancy

PHA Policy

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

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

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

Emergencies

PHA Policy

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

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

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

PART III: PET DEPOSITS AND FEES IN ALL DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees in all population developments.

10-III.B. PET DEPOSITS

Payment of Deposit

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

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

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

PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is the higher of the family's total tenant payment or \$200.00 and must be paid in full before the pet is brought on the premises.

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

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

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

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

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

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

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

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

Fumigation of the dwelling unit

Repairs to common areas of the project

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

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

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

Pet Waste Removal Charge

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

PHA Policy

A separate pet waste removal charge of \$20.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

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

10. Civil Rights Certification

The HHA is constant in its efforts to:

- Analyze and eliminate housing discrimination in the jurisdiction;
- Promote fair housing choice for all persons;
- Provide opportunities for inclusive patterns of housing occupancy regardless of race, color, religion, sex, familial status, disability, national origin[, and sexual orientation];
- Promote housing that is structurally accessible to, and usable by, all persons, particularly persons with disabilities; and
- Foster compliance with the non-discrimination provisions of the Fair Housing Act.

The HHA's ACOP and Admin Plan are written to protect applicants' and tenants' rights, including reasonable accommodation. To ensure this to the greatest possible extent, the HHA subscribes to the Nan McKay model ACOP and model Admin Plan upon which the HHA may base its plans. The HHA receives annual updates of both models.

As stated elsewhere in this Five-Year Plan, neither the Town of Harrietstown nor the Village of Saranac Lake has a Consolidated Plan.

11. Fiscal Year Audit

The audit for FY2013 is attached.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK

FINANCIAL STATEMENTS
AND
SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2013
WITH AUDITOR'S REPORT

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HARRIETSTOWN HOUSING AUTHORITY
HARRIETSTOWN, NEW YORK

MANAGEMENT DISCUSSION AND ANALYSIS
Fiscal Year Ended December 31, 2013

The management of the Harrietstown Housing Authority offers the readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended December 31, 2013. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements.

Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Executive Director, Harrietstown Housing Authority, 14 Kiwassa Rd, Saranac Lake, NY 12983 or by calling (518) 891-3050.

MANAGEMENT'S DISCUSSION AND ANALYSIS:

The Harrietstown Housing Authority (the Authority) strives to provide effectively managed low cost housing which is well maintained and aesthetically pleasing for those whose circumstances prevent them from competing in the general housing marketplace.

The Harrietstown Housing Authority, Saranac Lake, New York prepares its financial statements in accordance with Generally Accepted Accounting Principles (GAAP) for governments as prescribed by the Governmental Accounting Standards Board (GASB). The GASB is the standard-setting body for establishing governmental accounting and financial reporting principles. The combined financial statements include the following programs:

- FEDERAL LOW INCOME HOUSING
- CAPITAL FUND PROGRAMS
- SECTION 8 RENTAL ASSISTANCE VOUCHER PROGRAM

A staff of four (4) administrative personnel and three (3) full-time maintenance staff operate the Authority. During the fiscal year ended December 31, 2013 the Authority expended approximately \$23,864 in payments in lieu of taxes, \$814,650 for operations, and \$10,642 to purchase or construct fixed assets in the community of Saranac Lake.

The following general-purpose financial statements include the following:

Balance Sheet

- The financial condition at December 31, 2013

Statement of Revenues, Expenses, and Changes in Net Assets

- The activities for the twelve month period ended December 31, 2013

Statement of Cash Flows

- The sources/uses of cash for the year ended December 31, 2013

COMPARISON CURRENT YEAR TO PRIOR YEAR

The composition of the Authority at fiscal year-end December 31, 2013 is similar to the prior fiscal year-end in that the Authority continues to receive Federal operating subsidies and grants in addition to tenant rental income. Operating revenues (excluding management fee income) increased by 23%. These revenues include the HUD Operating Subsidy as well as the amounts drawn from the capital program to pay for operations. The Authority's expenditures include payroll, facility, maintenance, and general. Total operating expenditures (excluding management fees) decreased by 0.38%.

TOTAL ASSETS - CAPITAL VS OTHER

The Authority's assets consist of the following:

Account Description	12/31/13	12/31/12	% Change
Total Cash	846,086	815,390	3.76
Total Receivables, net of allowances for doubtful accounts	12,159	19,611	(38.00)
Other Current Assets	34,347	38,762	(11.39)
Total Current Assets	892,592	873,763	2.15
Fixed Assets	8,686,856	8,691,669	(0.06)
Accumulated Depreciation	(4,808,054)	(4,641,098)	3.60
Total Non-Current Assets	3,878,802	4,050,571	(4.24)
Total Assets	4,771,394	4,924,334	(3.11)

The decrease in receivables is primarily attributable to the change in the Authority's receivable from HUD for expenditures within the capital fund. Changes in the fixed asset accounts are due to the write-off of obsolete equipment combined with the purchase or construction of new assets or improvements to existing facilities. These expenditures were funded by capital grants from HUD.

TOTAL LIABILITIES - LONG TERM VS. OTHER

The Authority's liabilities at fiscal year-end consist of the following:

Total Current Liabilities	111,155	127,582	(12.88)
Total Non-current Liabilities	297,873	239,807	24.21
Total Liabilities	409,028	367,389	11.33

The non-current liability is the Authority's commitment for Other Post Retirement Employment Benefits. This is an accrual of future retiree benefits for health care. The Authority began reflecting this liability on its 2009 financial statements as a result of an actuarial review as required by GASB Statement #45. The most recent review, done as of December 31, 2012, reflects the present value of future post-retirement benefits to be \$1,106,503 at that date. The initial cost of this liability is being amortized over a ten year period. The increase reflected above is due to the amortization of the initial cost as well as the estimated service cost for the fiscal year less amounts paid within the current year.

CONDENSED COMPARATIVE FINANCIAL INFORMATION

Account Description	12/31/13	12/31/12	Variance	% Change
Total Current Assets	892,592	873,763	18,829	2.15
Total Fixed Assets, Net of Accumulated Depreciation	3,878,802	4,050,571	(171,769)	(4.24)
Total Assets	4,771,394	4,924,334	(152,940)	(3.11)
Total Current Liabilities	111,115	127,582	(16,427)	(12.88)
Total Non-current Liabilities	297,873	239,807	58,066	24.21
Total Liabilities	409,028	367,389	41,639	11.33
Invested in Capital Assets, Net of Related Debt	3,878,802	4,050,571	(171,769)	(4.24)
Restricted Net Assets	39,685	28,249	11,436	40.48
Unrestricted Net Assets	443,879	478,125	(34,246)	(7.16)
Total Equity/Net Assets	4,362,366	4,556,945	(194,579)	(4.27)

Unrestricted net assets (resources available to finance daily operations) decreased by \$34,246 due to current operating results. The Restricted net assets is HAP Equity (Section 8 program—unspent Housing Assistance Payments) which can only be used to fund future housing vouchers. This HAP Equity increased by \$11,436 in 2013. The balance in this account is available to benefit Section 8 tenants in future years.

FINANCIAL POSITION AND RESULTS OF OPERATIONS

During the current year of operations current assets increased by \$18,829 while the current liabilities decreased by \$16,427. This has resulted in an increase in our current ratio (an indicator of the Authority's ability to pay debt) from 6.85% in 2012 to a very healthy 8.03%.

The unrestricted net assets of \$443,879 indicate the Authority's ability to continue its traditional Low Rent operations at current levels of average monthly expenses for about 5 months without receiving government subsidies.

SIGNIFICANT ASSETS AND LONG TERM DEBT

Significant Capital Assets at December 31, 2013 consist of the following:

Land	\$	1,569,980
Building		6,617,647
Furniture, Equipment & Machinery – Dwelling		141,313
Furniture, Equipment & Machinery – Admin		266,239
Construction in Progress		<u>91,677</u>
Total Fixed Assets at Cost	\$	8,686,856

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

The following schedule compares the revenues and expenses for the current and previous fiscal year.

	2013	2012
Operating Revenues		
Dwelling Rental and Other Income	\$ 408,945	\$ 430,737
HUD Operating Grants	737,008	597,675
Investment Income	1,499	2,177
Other Revenue	16,588	3,066
Total Operating Revenue	<u>1,164,040</u>	<u>1,033,655</u>
Non-Operating Revenue		
Management Fee	4,798	0
HUD Capital Grants	11,354	41,242
Total Non-Operating Revenue	<u>16,152</u>	<u>41,242</u>
Operating Expenses		
Administration	310,409	321,207
Tenant Services	38,867	37,006
Utilities	163,682	147,065
Maintenance	182,525	174,998
General	119,077	121,067
Housing Assistance Payments	379,907	408,525
Depreciation	183,121	173,100
Total Operating Expenses	<u>1,377,588</u>	<u>1,382,968</u>
Change in Net Assets	(197,396)	(308,071)
Net Assets-January 1	4,556,945	4,865,016
Prior Period Adjustment	2,817	
Net Assets-December 31	<u>4,362,366</u>	<u>4,556,945</u>

Operating revenue increased by \$130,385 primarily due to increased HUD subsidy. HUD Operating Grant Revenue increased by \$139,333 as a result of increased HUD operating subsidy as well as capital grant funding of operations. Capital grant revenue decreased by \$29,888. HUD capital grant revenue is a function of both the timing of capital projects as well as the availability of HUD funding.

The authority's operating expenses decreased by \$5,380 despite a \$10,021 increase in depreciation and a \$2,449 increase in the 2013 charge to the Other Post Retirement Benefit Liability.

FACTS, DECISIONS, AND CONDITIONS

The Harriestown Housing Authority (the Authority) is the owner, manager and administrator of subsidized, assisted housing projects and programs for the benefit of lower income individuals and families residing primarily within Saranac Lake, New York. These projects and programs, which are described hereinafter, receive financial subsidies and operate pursuant to the policies, rules and regulations of the United States Department of Housing and Urban Development (HUD).

The Harriestown Housing Authority maintains two (2) Annual Contributions Contracts with the Department of Housing and Urban Development (HUD).

- The contract (NY-641) with HUD covers 113 dwelling units in the following developments:

<u>Project Name</u>	<u>Units</u>	<u>Type</u>
Lake Flower Apartments	78	Eldery/Disabled
Algonquin Complex	35	Family

- The Contract (NY-1097) includes the following

Section 8 Voucher Program 135 units (includes 8 enhanced vouchers)

Asset Management: The Authority continues to use the asset management approach. Maintaining a profitable cost center requires active attention and relies on fees for services.

Administration/Operations: In 2013, there were a few relevant changes that merit notice. These include:

- Revised on-call policy
- Digital newsletter
- New Public Housing and Housing Choice Voucher filing systems

Events that continued included but are not limited to:

- Quarterly Resident Advisory Board meetings
- Quarterly all staff meetings
- Weekly management staff meetings

Occupancy: Lake Flower Apartments: The Authority has 936 available unit months in the Lake Flower Apartments. During 2013, there were 46 vacant unit months. This equates to a 95% occupancy rate for the year. In addition, HUD-approved off-line units totaled 11 unit months. Renovations are 92.3% complete with 72 of the 78 units renovated.

Annual rental income was \$277,604, which equates to an average monthly income of \$23,134, or \$310.52 per unit month. This represents an increase of \$9.63 per month from 2012. There are no utility allowances as the cost is included in rent.

Algonquin Complex: The Authority has 420 available unit months in the Algonquin Complex. During 2013, there were 25 vacant unit months. This equates to a 94% occupancy rate for the year. HUD-approved off-line units totaled 9 unit months. Renovations are 100% complete.

Annual rental income was \$124,716, which equates to an average monthly income of \$10,393, or \$315.74 per unit month. This is a decrease of \$2.47 per unit month from 2012. Utility allowances are

deducted from the rent. The 2012 Utility Allowance cost level was \$78,480 and the 2013 Utility Allowance cost level was \$52,500. This decrease is reflected by a comparable increase in rental income.

Capital Grants and Projects: During fiscal year 2013, the Authority expended \$11,354 on capital projects from the 2011, 2012, and 2013 capital fund grants. Projects undertaken with capital grant funds included, among other things, planning related to the modernization of Lake Flower Apartments elevators. Capital fund monies were also moved to Operations to support this and other high cost priority capital projects. The Authority partnered with the Town of Harrietstown on the submission of a Consolidated Funding Application in an effort to support the elevators' modernization. Unfortunately, the grant was not awarded.

Facilities: In 2013, facilities/maintenance staff completed 421 work orders. Of these, 282 were at the Lake Flower Apartments and 139 were at the Algonquin Complex. Of the 282 work orders at Lake Flower, 0 (0%) were emergency and 14 (4.9%) were urgent in nature. Of the 139 work orders at Algonquin, 0 (0%) were emergency and 14 (10%) were urgent in nature. In addition to work orders, facilities/maintenance staff made ready 36 units. Of these, 13 were in the Lake Flower Apartments and 23 were in the Algonquin Complex.

Public Housing Assessment System (PHAS): In response to HUD's request for a Recovery Plan to address the Authority's 2011 substandard physical score, the Authority prepared and submitted said plan. This was approved by HUD and fully implemented by the Authority by year's end. Implementation involved resolution of deficiencies and the identification of steps to avoid future deficiencies.

Section Eight Management Assessment Program (SEMAP): The Authority exercised its option to not submit a SEMAP certification for Fiscal Year 2013. The Authority's December 31, 2012 score remains in effect until the time of its 2014 score.

Resident Services: From January 2013 through December 2013, the beverage and snack vending netted \$4,871 for Lake Flower Apartments, which was \$470 more than in 2012.

The Resident Services Coordinator (RSC) offered residents many services including mail, banking, transportation for medical appointments, coordination of garden spaces, the annual Harvest Dinner, Aldi gift cards, and holiday activities. In addition, the RSC expanded the Lake Flower Apartments Activities Committee as well as its calendar.

The monthly newsletter is a source of information for Lake Flower Apartments residents, Algonquin Complex residents, Section 8 voucher holders and landlords, and local professionals. In an effort to reduce costs, specifically paper, printing, and some postage, the Authority ceased paper production of the monthly newsletter delivered to every unit. The newsletter was made available as a pdf file on the Authority's website and, upon request, via e-mail. A limited number of paper copies are distributed throughout the Lake Flower Apartments for those with limited computer skills.

In 2013, the Authority enjoyed continued support from St. John's in the Wilderness Episcopal Church and St. Luke's Church. Congregants provided winter clothes and books to residents of the Algonquin Complex. At holiday time, Adirondack Health contributed gifts to select Algonquin and Lake Flower residents. Women, Infants and Children program (WIC) provided services from the Algonquin Complex community room. Jenn Grisi, the Director of the Saranac Lake Adult Center, visited Lake Flower Apartments and spoke about the many benefits of membership and involvement in the Center.

Board of Commissioners: There were no changes to the Board in 2013.

Staffing: The Authority experienced a number of staff changes in 2013. Maintenance Worker

Ronald King left in January. John Burns filled the position beginning in March. Part-time Account Clerk Misty Minnie left in April. Jim Lanthier filled the position until October. The position remained open for the balance of the year.

Staff Training for 2013:

Sarah Clarkin:

- Executive Directors Training, HUD Buffalo
- Public Housing Management Certification
- Housing Choice Voucher Specialist Certification
- NYSPHADA Annual Conference
- Green Physical Needs Assessment
- Civil Service Training

Debbie Zerrahn:

- NYSPHADA Annual Conference
- Civil Service Training
- Methamphetamines
- Quick Books

David Siegrist:

- Green Physical Needs Assessment
- Methamphetamines

Irene Snyder:

- Access to Justice – Aging, Longevity, and the Law: Elder Caregiving in Rural Communities
- How to Become a Better Communicator

Michael Fernandini:

John Burns:

Adirondack Housing Development Corporation: The Adirondack Housing Development Corporation (AHDC), established in 2009, is a 501(c)(3) non-profit organization whose mission is to provide decent affordable housing and related community services and facilities to meet the needs and requirements of low income families and individuals by developing and improving rental housing and home ownership opportunities.

In the year ending December 31, 2013, AHDC had a seven-member board comprised of three directors representing the Authority and four directors representing the community-at-large.

AHDC contracts with the Authority for staffing to assist in the advancement of its mission.

End

Nolan Certified Public Accounting Services, PLLC

Tara M. Nolan, CPA

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Saratoga Springs, NY 12866
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Independent Auditor's Report

Board of Commissioners
Town of Harrietstown Housing Authority
Saranac Lake, New York

United States Department of
Housing and Urban Development
Lafayette Court
465 Main Street
Buffalo, New York 14203

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of the Harrietstown Housing Authority as of and for the year ended December 31, 2013 which collectively comprise the Harrietstown Housing Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Harrietstown Housing Authority as of December 31, 2013, and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Financial Data Schedule and Schedule of expenditures of federal awards as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 22, 2013, on our consideration of the Harrietstown Housing Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Harrietstown Housing Authority's internal control over financial reporting and compliance.

Saratoga Springs, New York
June 4, 2014

Nolan Certified Public Accounting Services, PLLC

Tara M. Nolan, CPA

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Saratoga Springs, NY 12866
Phone: (518) 587-1136

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Board of Commissioners
Town of Harriestown Housing Authority
Saranac Lake, New York

United States Department of
Housing and Urban Development
Lafayette Court
465 Main Street
Buffalo, New York 14203

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Harriestown Housing Authority, which comprise the statement of financial position as of the year ended December 31, 2013, and the related activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 4, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Harriestown Housing Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Harriestown Housing Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Harriestown Housing Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the entities financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in the internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Harrietstown Housing Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saratoga Springs, New York
June 4, 2014

Nolan Certified Public Accounting Services, PLLC

Tara M. Nolan, CPA

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Independent Auditor's Report on Compliance For Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133

Board of Commissioners
Harrietstown Housing Authority
Saranac Lake, New York

United States Department of
Housing and Urban Development
Lafayette Court
465 Main Street
Buffalo, New York 14203

Report on Compliance for Each Major Federal Program

We have audited the Harrietstown Housing Authority's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Harrietstown Housing Authority's major federal programs for the year ended December 31, 2013. The Harrietstown Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contract, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Harrietstown Housing Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Harrietstown Housing Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on the Harrietstown Housing Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, the Harrietstown Housing Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2013.

Report on Internal Control Over Compliance

Management of the Harrietstown Housing Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Harrietstown Housing Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program in order to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purposes of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Harrietstown Housing Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of control deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Saratoga Springs, New York
June 4, 2014

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HARRIETSTOWN HOUSING AUTHORITY
 STATEMENT OF NET POSITION
 DECEMBER 31, 2013

	<u>Non-Major Funds</u>		<u>Major Funds</u>		
	<u>Total Projects</u>	<u>Central Office Cost Center</u>	<u>Housing Choice Voucher</u>	<u>Eliminations</u>	<u>TOTAL FUNDS</u>
ASSETS					
CURRENT ASSETS					
Cash & Equivalents - Unrestricted	\$ 722,556	\$ 38,769	\$ 1,280		\$ 762,605
Cash & Equivalents - Restricted	51,675	-	31,806		83,481
Accounts Receivable	4,280	-	7,879		12,159
Prepaid Expenses	30,973	3,374	-		34,347
Interprogram Due From	2,618	655	-	(3,273)	-
Total Current Assets	812,102	42,798	40,965	(3,273)	892,592
NON CURRENT ASSETS					
CAPITAL ASSETS:					
Land & Land Improvements	1,569,980	-	-	-	1,569,980
Buildings	6,617,647	-	-	-	6,617,647
Furniture & Equipment	390,152	16,615	785	-	407,552
Total	8,577,779	16,615	785	-	8,595,179
Less: Accumulated Depreciation	(4,791,700)	(15,569)	(785)	-	(4,808,054)
Construction in Progress	3,786,079	1,046	-	-	3,787,125
	91,677	-	-	-	91,677
Total Non-Current Assets	3,877,756	1,046	-	-	3,878,802
TOTAL ASSETS	\$ 4,689,858	\$ 43,844	\$ 40,965	\$ (3,273)	\$ 4,771,394

See accompanying notes to the financial statements

HARRIETSTOWN HOUSING AUTHORITY
STATEMENT OF NET POSITION
DECEMBER 31, 2013

	<u>Non-Major Funds</u>	<u>Major Funds</u>			<u>TOTAL FUNDS</u>
	<u>Total Projects</u>	<u>Central Office Cost Center</u>	<u>Housing Choice Voucher</u>	<u>Eliminations</u>	
LIABILITIES					
CURRENT LIABILITIES					
Accounts Payable	\$ 22,672	\$ 5,159			\$ 27,831
Accrued Expenses	27,055	1,284			28,339
Tenant Security Deposits	50,683	-			50,683
Interprogram Due To	2,618	-	655	(3,273)	-
Accrued Compensated Absences	3,217	1,085			4,302
Total Current Liabilities	106,245	7,528	655	(3,273)	111,155
NON-CURRENT LIABILITIES					
Accrued Pension & Benefit Liabilities	218,331	79,542			297,873
Total Non-Current Liabilities	218,331	79,542			297,873
TOTAL LIABILITIES	324,576	87,070	655	(3,273)	409,028
NET POSITION					
Net Investment in Capital Assets	3,877,756	1,046			3,878,802
Restricted	-	-	39,685		39,685
Unrestricted	487,526	(44,272)	625		443,879
TOTAL NET POSITION	4,365,282	(43,226)	40,310	-	4,362,366

See accompanying notes to the financial statements

HARRIETSTOWN HOUSING AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET POSITION
DECEMBER 31, 2013

	Non-Major Funds		Major Funds		TOTAL FUNDS
	Total Projects	Central Office Cost Center	Housing Choice Voucher	Eliminations	
OPERATING REVENUES					
Dwelling Rental	\$ 408,945	\$ -	\$ -	\$ -	\$ 408,945
Operating Grants - HUD	292,118	-	444,890	-	737,008
Fee Revenue	-	123,199	-	(118,401)	4,798
Interest Income - Unrestricted	1,366	129	4	-	1,499
Interest Income - Restricted	-	-	-	-	-
Other Income	16,260	328	-	-	16,588
Total Operating Revenue	<u>718,689</u>	<u>123,656</u>	<u>444,894</u>	<u>(118,401)</u>	<u>1,168,838</u>
OPERATING EXPENSES					
Administration	138,843	127,355	44,211	-	310,409
Fees for Services	95,415	-	22,986	-	118,401
Tenant Services	38,817	50	-	-	38,867
Utilities	158,682	5,000	-	-	163,682
Ordinary Maintenance & Oper.	181,372	1,153	-	-	182,525
General Expenses	98,958	20,119	-	-	119,077
Housing Assistance Payments	-	-	379,907	-	379,907
Interprogram Transfers	-	-	-	-	-
Depreciation	182,112	1,009	-	-	183,121
Total Operating Expenses	<u>894,199</u>	<u>154,686</u>	<u>447,104</u>	<u>-</u>	<u>1,495,989</u>
Operating Income (Loss)	(175,510)	(31,030)	(2,210)	(118,401)	(327,151)
NON-OPERATING INC/EXP					
Capital Grants - HUD	11,354	-	-	-	11,354
Total Non-Operating Inc/Exp	<u>11,354</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,354</u>
Change in Net Position	(164,156)	(31,030)	(2,210)	(118,401)	(315,797)
Net Position - January 1, 2013	4,529,091	(12,196)	40,050	-	4,556,945
Prior Period Corrections, Equity Transfers & Correction of Errors	347	-	2,470	-	2,817
Net Position - December 31, 2013	<u>\$ 4,365,282</u>	<u>\$ (43,226)</u>	<u>\$ 40,310</u>	<u>\$ -</u>	<u>\$ 4,362,366</u>

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See accompanying notes to the financial statements

HARRIETSTOWN HOUSING AUTHORITY
STATEMENT OF CASH FLOWS
DECEMBER 31, 2013

CASH FLOWS FROM	
OPERATING ACTIVITIES	
Cash from providing services	\$ 408,945
Cash received from HUD Operating Grants	292,118
Cash receipts - Other	16,588
Cash payments for goods/services	(571,871)
Cash payments - Employees/Ben.	(54,010)
Cash Payment - PILOT	<u>(23,864)</u>
Net Cash Provided by Operating Activities	<u>67,906</u>
 CASH FLOWS FROM CAPITAL & RELATED	
FINANCING ACTIVITIES	
Cash received from Capital Grants	11,354
Cash Transfer to AHDC	-
Purchase of fixed assets, net	<u>(51,033)</u>
Net Cash Used by	
Investing Activities	<u>(39,679)</u>
 Net Increase (Decrease) in Cash	 28,227
 Cash at Beginning of Year	 <u>817,860</u>
Cash at End of Year	<u><u>\$ 846,087</u></u>
 RECONCILIATION OF OPERATING	
INCOME TO NET CASH PROVIDED	
BY OPERATING ACTIVITIES:	
 Operating Income (Loss)	 \$ 365,632
 Adjustments to Reconcile Operating Income to Net Cash:	
Less: Non operating item adjustments	(534,703)
Depreciation Expense	183,122
Prior Period Adjustment	347
Decrease (Increase) in accounts receivable	(9,541)
Decrease (Increase) in receivable - HUD	16,993
Decrease (Increase) Prepaid Exp.	4,415
Decrease (Increase) - Other Assets	-
Increase (Decrease) Accounts Payable	(5,472)
Incr. (Decr) Accrued Expenses	(8,396)
Incr. (Decr) Payable - Other Govt	(1,901)
Incr (Decr) in Tenant Security Deposits	(657)
Incr (decr) in OPEB Liability	58,067
Incr. (Decr) in Deferred Revenue	-
Total Adjustments	<u>(297,726)</u>
 Net Cash Provided by Operating	
Operating Activities	 <u><u>\$ 67,906</u></u>

**TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND ORGANIZATION:

- **Organization** - The Town of Harrietstown Housing Authority ("The Authority") was established pursuant to the laws of the State of New York to provide low rent housing for qualified individuals in accordance with rules and regulations prescribed by the Department of Housing and Urban Development and other federal agencies.
- **Reporting Entity** - The Authority is governed by a Board of Commissioners, five are appointed by the Mayor and two are elected by the tenants and have governance responsibilities over all activities related to low rent housing within the Town of Harrietstown Housing Authority. The Authority receives funding from federal government sources and must comply with the applicable requirements of those funding sources. The Authority is not included in any other governmental "reporting entity" as defined in Section 2100 "Codification of Governmental Accounting and Financial Reporting Standards" since the board members have decision making authority, the power to designate management, the responsibility to significantly influence operations, and primary accountability for fiscal matters.

The criteria used in determining the scope of the entity for financial reporting purposes are as follows:

- The ability of the Board to exercise supervision of a component unit's financial independency.
- The Board's governing authority extends to financial decision making authority and is held primarily accountable for decisions.
- The Board appoints the management of the agency, who is responsible for the day-to-day operations, and this management reports directly to the Board.
- The ability of the Board to significantly influence operations through budgetary approvals, signing and authorizing contracts, exercising control over facilities, and approving the hiring or retention of key managerial personnel.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND ORGANIZATION:

- The ability of the Board to have absolute authority over all funds of the agency and to have accountability in fiscal matters.

- **Basis of Accounting** – The accompanying financial statements of the Authority have been prepared in conformity with generally accepted accounting principles (GAAP) for governments as prescribed by the Governmental Accounting Standards Board (GASB) which is the standard-setting body for establishing governmental accounting and financial reporting principles. The Authority has determined that the applicable measurement focus (flow of economic resources) and accounting basis (accrual) is similar to that of a commercial enterprise. As such, the use of enterprise (proprietary) funds best reflects the activities of the Authority. Entities using this method observe all Financial Accounting Standards Board (FASB) Statements and Interpretations in the preparation of financial statements, unless the GASB has specifically addressed the accounting issue in one of its own pronouncements. GASB-20 "Accounting and Financial Reporting for Proprietary Funds and Other Government Entities That Use Proprietary Fund Accounting" addresses the applicability of the various FASB's and allows several options in the use of the FASB's. The Authority applies all applicable FASB pronouncements in accounting and reporting for its proprietary operation. Specifically, all FASB's issued after November 30, 1989, have been reflected in these financial statements. Significant accounting policies are as follows:
 - Buildings and equipment are carried at cost, less accumulated depreciation. Donated assets are carried at fair market value at the date of donation less accumulated depreciation. Maintenance and repairs are charged to operations. Gains and losses from the sale of equipment are included in income. Depreciation is calculated on a straight-line basis utilizing the assets' estimated useful lives.
 - Premiums and discounts on bonds are recognized as income or expense in the year sold.
 - Collection losses on accounts receivable are charged against income using the allowance method.

**TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND ORGANIZATION:

- The Authority is a non-profit corporation which is subsidized by the federal government. The Authority is not subject to federal or state income taxes, nor is it required to file federal and state income tax returns.
- Subsidies received from the Department of Housing and Urban Development or other grantor agencies, for operation purposes, are recorded as revenues for operating expenditures.
- Investments are limited to U.S. Government Securities, are classified as Held to Maturity, and are stated at cost. Accrued interest is recorded as of the balance sheet date, and the corresponding interest income is recorded in the period earned.
- Interest expense on notes and bonds and interest income on the related debt proceeds are capitalized during the project development period through the date of full availability in accordance with regulations from the Department of Housing and Urban Development.
- Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Authority but which will only be resolved when one or more future events occur or fail to occur. The Authority's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Authority or unasserted claims that may result in such proceedings, the Authority's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Authority's financial statements. If the assessment indicates that a potentially material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed. Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the nature of the guarantee would be disclosed.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND ORGANIZATION:

- Costs related to environmental remediation are charged to expense. Other environmental costs are also charged to expense unless they increase the value of the property and/or provide future economic benefits, in which event they are capitalized. Liabilities are recognized when the expenditures are considered probable and can be reasonably estimated. Measurement of liabilities is based on currently enacted laws and regulations, existing technology, and undiscounted site-specific costs. Generally, such recognition coincides with the Authority's commitment to a formal plan of action. Costs related to environmental remediation are charged to expense. Other environmental costs are also charged to expense unless they increase the value of the property and/or provide future economic benefits, in which event they are capitalized.
- Interfund payables and receivables usually arise when one program acts as a common paymaster, particularly for expenditures which are properly spread over more than one program. The Authority is not involved in internal sales activity, and thus no elimination is required on the Statement of Income and Expenses. Gross interfund receivables for each program are reflected as a current asset under the caption "Interprogram – due from". Gross interfund payables for each program are reflected as a current liability under the caption "Interprogram – due to".

Use of estimates: The financial statements include some amounts that are based on management's best estimates and judgments. The most significant estimates relate to allowance for uncollectible accounts receivable, inventory obsolescence, depreciation, intangible asset valuations and useful lives, employee benefit plans, environmental accruals, taxes, contingencies, and costs to complete long-term contracts. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
 SARANAC LAKE, NEW YORK
 NOTES TO THE FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 2 – CASH & CASH EQUIVALENTS:

All cash and demand deposits are entirely insured or collateralized. The Department of Housing and Urban Development requires financial institutions to secure the Housing Authority's deposits by pledging governmental securities as collateral. The Housing Authority may waive the collateral requirements for deposits that are fully insured up to \$250,000.00 by the Federal Deposit Insurance Corporation (FDIC).

Cash and cash equivalents consist primarily of cash on deposit, certificates of deposit, money market accounts, and investment grade commercial paper that are readily convertible into cash and purchased with original maturities of three months or less.

Cash balances in the bank at December 31, 2013 consist of the following:

Restricted cash of \$51,675 represents Tenant Security Deposits and \$31,806 represents other restricted cash. It also contains unrestricted cash consisting of the following:

Type of Account	Conventional	COCC	Voucher
Cash/Checking	722,306	38,769	1,255
Petty Cash	250	0	25
Totals	<u>\$722,556</u>	<u>\$38,769</u>	<u>\$1,280</u>

Grand Total Unrestricted: \$762,605

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 3. **FIXED ASSETS:**

Land, structures and equipment are stated at cost. Donated assets are stated at fair market value as of the date of donation. Renewals and betterments that materially extend the life of the assets are capitalized. The capitalization threshold for fixed assets is \$2,500.

Depreciation is computed for financial statement purposes on a straight-line basis over the estimated useful lives of the related assets. The estimated useful lives of the depreciable assets are:

	<u>Estimated Useful Lives</u>
Buildings and Improvements	40 years
Appliances	10 years
Furniture & Fixtures	7 years
Machinery & Equipment	5-7 years

The changes in fixed assets, net of accumulated depreciation, are as follows:

	<u>Balance 1/1/13</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance 12/31/13</u>
Non-Depreciable:				
Land	\$ 1,569,980	\$ -	\$ -	\$ 1,569,980
Constr. In Progress	113,018	-	21,341	91,677
Subtotal Non Deprec	1,682,998	-	21,341	1,661,657
Depreciable:				
Building	6,584,953	32,694	-	6,617,647
Dwelling Equip.	234,436	-	93,123	141,313
Nondwelling Equip	189,282	76,957	-	266,239
Subtotal Deprec.	7,008,671	109,651	93,123	7,025,199
Accum. Depreciation	(4,641,098)	(166,956)	-	(4,808,054)
Capital Assets Net	\$ 4,050,571	\$ (57,305)	\$ 114,464	\$ 3,878,802

NOTE 4 – **COMMITMENTS:**

The Authority is engaged in various modernization programs, funded through capital grants. In conjunction therewith, the Authority has entered into various construction contracts. The Authority has also engaged various vendors and service providers to support the Authority operations.

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**TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 5- ACCRUED PAYMENT IN LIEU OF TAXES:

In connection with the Owned Housing Program (NY-641) and as part of the Cooperation Agreement with the Town of Saranac Lake, the Authority is obligated to make annual payments in lieu of property taxes based on the lesser of assessable value times the current tax rate or 10% of the dwelling rents net of utilities expense. At December 31, 2013, \$23,864 has been accrued for the fiscal year then ended.

NOTE 6. COMPENSATED ABSENCES:

Employees of the Authority are entitled to compensated absences depending on job classification, length of service, and other factors. There was \$4,302 accumulated, accrued compensated absences at December 31, 2013, which includes the employer's share of FICA and Medicare expenses.

NOTE 7 – CONTINGENCIES:

The Authority receives significant assistance from the Federal government in the form of grants and entitlements. Receipt of grants is generally conditioned upon compliance with terms and conditions of the grant agreements and applicable Federal regulations, including the expenditure of resources for eligible purposes. Substantially all grants are subject to either the Federal Single Audit Act or to financial and compliance audits by grantor agencies of the Federal government or their designees. Disallowances by Federal program officials as a result of these audits may become liabilities of the Authority.

NOTE 8 – CONCENTRATION OF RISK:

The risk of loss in the operation of a housing authority is significant. The Authority has addressed these risks through the purchase of a liability insurance policy with a \$13,814,827 limit covering buildings and personal property (this also covers boilers, machines and inland marine). A Public Officials Liability Policy with a \$1,000,000 limit and a general liability policy with a \$2,000,000 limit. There is also an automobile policy with a \$1,000,000 limit of coverage.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 9 - PENSION PLAN:

Plan Description

The Harrietstown Housing Authority participates in the New York State and Local Employees' Retirement System (ERS). This is a cost-sharing multiple-employer retirement system. The system provides retirement benefits as well as death and disability benefits. Obligations of employers and employees to contribute and benefits to employees are governed by the New York State Retirement and Social Security Law (NYSRSSL). As set forth in the NYSRSSL, the Comptroller of the State of New York (Comptroller) serves as sole trustee and administrative head of the System. The Comptroller shall adopt and may amend rules and regulations for the administration and transaction of the business of the Systems and for the custody and control of their funds. The Systems issue a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the New York State and Local Retirement Systems, Gov. Alfred E. Smith State Office Building, Albany, NY 12224.

Funding Policy

The System is noncontributory except for employees who joined the New York State and Local Employees' Retirement System after July 27, 1976 who contribute 3% of their salary. Under the authority of the NYSRSSL, the Comptroller shall certify annually the rates expressed as proportions of payroll of members, which shall be used in computing the contributions required to be made by employers to the pension accumulation fund.

The Housing Authority's contributions made to the Systems were equal to 100 percent of the contributions required for each year.

Since 1989, the System's billings have been based on Chapter 62 of the Laws of 1989 of the State of New York. The legislation requires participating employers to make payments on a current basis, while amortizing existing unpaid amounts relating to the System's fiscal years ending March 31, 1988 and 1989 (which otherwise were to have been paid on June 30, 1989 and 1990, respectively) over a 17 year period, with an 8.75% interest factor added. Local governments were given the option to prepay this liability. The Authority has no outstanding liability at December 31, 2013.

**TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013**

NOTE 10 – POST RETIREMENT EMPLOYEE BENEFITS

In addition to providing pension benefits, the Authority is to provide medical and prescription drug insurance benefits for retirees, spouses, and their covered dependents while contributing a portion of the expenses. Employees become eligible for this benefit after meeting minimum service requirements. The Authority's plan for post retirement health benefits has no assets due to the nature of the plan.

The following table provides a reconciliation of the changes in the plan's benefit obligation and fair value of assets for the year ended December 31, 2013 and a statement of the funded status as of December 31, 2013.

Actuarial Accrued Liability	840,711
Annual Required Contribution	
Normal Cost for Fiscal Year	27,931
Amortization of Unfunded Actuarial Accrued Liability	<u>48,618</u>
Annual Required Contribution	76,549
Annual OPEB Cost	
Annual Required Contribution	76,549
Interest on Net OPEB Obligation	7,367
Adjustment – ARC	<u>6,549</u>
Annual OPEB Cost	90,496
Net OPEB Obligation	
OPEB Obligation – Beginning of Year	239,806
Annual OPEB Cost	90,496
Expected Employer Contributions	<u>(32,429)</u>
Expected Net OPEB Obligation – End of Year	297,873

Projections based on the results of the December 31, 2013 valuation using a discount rate of 4%.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2013

NOTE 10 – POST RETIREMENT EMPLOYEE BENEFITS

Actuarial Assumptions

- **Actuarial Cost Method:** Projected Unit Credit
- **Discount Rate:** 4%
- **Per Capita Costs:** The Retiree Health Care Plans are community rated plans that are available to all Actives, Retirees and Dependents. As a result, individual members' claims costs were represented by the premium amounts of the respective plans.
- **Election Percentage:** Upon retirement it is assumed that 100% of eligible employees will elect for post-retirement health care benefits.
- **Amortization Period:** The period used to determine amortization costs for the initial Unfunded Actuarial Accrued Liability is a level period of 30 years.

NOTE 11 – SUBSEQUENT EVENTS

Management has evaluated events and transactions for potential recognition or disclosure in the financial statements through June 4, 2014. Management indicates that there are no such items that require disclosure.

NOTE 12 – PRIOR PERIOD ADJUSTMENTS

The Prior Period Adjustment of \$2,470 on the Section 8 Voucher program represents very old HAP checks that had never been cashed and were subsequently voided. The \$347 adjustment on the Low Income Public Housing side represents an adjustment to the operating subsidy received in a prior period and not correctly recorded.

Supplementary Information

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
 SARANAC LAKE, NEW YORK
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2013

<u>Federal Grantor/Program Title</u>	<u>CFDA No.</u>	<u>Major Program</u>	<u>Expenditures</u>
<u>U.S. Department of Housing & Urban Development:</u>			
Low Income Housing Operating Subsidy	14.850	No	\$ 237,857
Housing Choice Voucher	14.871	Yes	444,890
Capital Fund Grant Program	14.872	No	<u>65,615</u>
Total Federal Financial Assistance			<u>\$ 748,362</u>

Note A – Basis of Presentation

This Schedule of Expenditure of Federal Awards includes the federal grant activity of the Harrietstown Housing Authority and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

See accompanying notes to the financial statements.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
 SARANAC LAKE, NEW YORK
 STATEMENT OF CERTIFICATION OF
 ACTUAL GRANT FUND COSTS - UNCOMPLETED
 FOR THE YEAR ENDED DECEMBER 31, 2013

The actual Capital Fund Grant costs of Project Number NY06P087501-12 are as follows:

Funds Approved	\$ 131,327.00
Funds Expended	<u>32,131.23</u>
Excess (Deficiency) of Funds Approved	<u>\$ 99,195.77</u>
Funds Advanced	\$ 30,389.88
Funds Expended	<u>32,131.23</u>
Excess (Deficiency) of Funds Advanced	<u>\$ (1,741.35)</u>

The actual Capital Fund Grant costs of Project Number NY06P087501-13 are as follows:

Funds Approved	\$ 127,032.00
Funds Expended	<u>876.42</u>
Excess (Deficiency) of Funds Approved	<u>\$ 126,155.58</u>
Funds Advanced	\$ 0.00
Funds Expended	<u>876.42</u>
Excess (Deficiency) of Funds Advanced	<u>\$ (876.42)</u>

See accompanying notes and auditor's report.

TOWN OF HARRIETSTOWN HOUSING AUTHORITY
 SARANAC LAKE, NEW YORK
 STATEMENT OF CERTIFICATION OF
 ACTUAL GRANT FUND COSTS - COMPLETED
 FOR THE YEAR ENDED DECEMBER 31, 2013

The actual Capital Fund Grant costs of Project Number NY06P087501-11 are as follows:

Funds Approved	\$	145,253.00
Funds Expended		<u>145,253.00</u>
Excess (Deficiency) of Funds Approved	\$	<u>0.00</u>
Funds Advanced	\$	145,253.00
Funds Expended		<u>145,253.00</u>
Excess (Deficiency) of Funds Advanced	\$	<u>0.00</u>

The distribution of costs by project as shown on the Financial Statement of Modernization Cost dated January 9, 2014 accompanying the Actual Modernization Cost Certificate submitted to HUD for approval is in agreement with the PHA's records.

All modernization costs have been paid and all related liabilities have been discharged through payment.

There were no budget overruns.

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TOWN OF HARRIETSTOWN HOUSING AUTHORITY
SARANAC LAKE, NEW YORK
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2013

	Summary of Auditor's Results
Section 1	
<u>Financial Statements</u>	
1. Type of auditor's report issued	Unmodified
2. Internal control over financial reporting:	
a. Material weaknesses identified?	No
b. Significant deficiencies identified not considered to be material weaknesses?	None reported
c. Noncompliance material to the financial Statements noted?	No
<u>Federal Awards</u>	
1. Internal control over major program:	
a. Material weaknesses identified?	No
b. Significant deficiencies identified not considered to be material weaknesses?	No
2. Type of auditor's report issued on compliance for major programs:	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Circular OMB A-133, Section 510(a)?	No
4. Identification of Programs audited as major program(s):	
<u>CFDA Number</u> 14.871	<u>Name of Federal Program</u> S8 Housing Choice Voucher
5. Dollar threshold used to distinguish between Type A and Type B programs:	\$300,000
6. Auditee qualified as a low-risk auditee under OMB Circular A-133, Section 530?	Yes
Section 2	
<u>Financial Statement Findings</u> (None reported)	
Section 3	
<u>Federal Award Findings and Questioned Costs</u> (None reported)	

Harrietstown Housing Authority (NY087)
Saranac Lake, NY

Entity Wide Balance Sheet Summary

Submission Type: Unaudited/A-133 Fiscal Year End: 12/31/2013

	Project Total	14,871 Housing Choice Vouchers	COCC	Subtotal	ELIM	Total
111 Cash - Unrestricted	\$722,556	\$1,280	\$38,769	\$762,605		\$762,605
112 Cash - Restricted - Modernization and Development						
113 Cash - Other Restricted		\$51,806		\$31,806		\$31,806
114 Cash - Tenant Security Deposits	\$51,675			\$51,675		\$51,675
115 Cash - Restricted for Payment of Current Liabilities						
100 Total Cash	\$774,231	\$33,086	\$38,769	\$846,086	\$0	\$846,086
121 Accounts Receivable - PHA Projects						
122 Accounts Receivable - HUD Other Projects	\$2,618			\$2,618		\$2,618
124 Accounts Receivable - Other Government						
125 Accounts Receivable - Miscellaneous		\$7,879		\$7,879		\$7,879
126 Accounts Receivable - Tenants	\$1,662			\$1,662		\$1,662
126.1 Allowance for Doubtful Accounts - Tenants	\$0			\$0		\$0
126.2 Allowance for Doubtful Accounts - Other	\$0	\$0		\$0		\$0
127 Notes, Loans, & Mortgages Receivable - Current						
128 Fraud Recovery						
128.1 Allowance for Doubtful Accounts - Fraud						
129 Accrued Interest Receivable						
120 Total Receivables, Net of Allowances for Doubtful Accounts	\$4,280	\$7,879	\$0	\$12,159	\$0	\$12,159
131 Investments - Unrestricted						
132 Investments - Restricted						
135 Investments - Restricted for Payment of Current Liability						

142	Prepaid Expenses and Other Assets	\$30,973				\$3,374		\$34,347		\$34,347
143	Inventories									
143.1	Allowance for Obsolete Inventories									
144	Inter Program Due From	\$2,618				\$655		\$3,273		\$0
145	Assets Held for Sale									
150	Total Current Assets	\$812,102			\$40,965	\$42,798		\$895,865		\$892,592
161	Land	\$1,569,980						\$1,569,980		\$1,569,980
162	Buildings	\$6,617,647						\$6,617,647		\$6,617,647
163	Furniture, Equipment & Machinery - Dwellings	\$141,313						\$141,313		\$141,313
164	Furniture, Equipment & Machinery - Administration	\$248,839			\$785	\$16,615		\$266,239		\$266,239
165	Leasehold Improvements									
166	Accumulated Depreciation									
167	Construction in Progress	-\$4,791,700						-\$4,808,054		-\$4,808,054
168	Infrastructure	\$91,677						\$91,677		\$91,677
160	Total Capital Assets, Net of Accumulated Depreciation	\$3,877,756			\$0	\$1,046		\$3,878,802	\$0	\$3,878,802
171	Notes, Loans and Mortgages Receivable - Non-Current									
172	Notes, Loans, & Mortgages Receivable - Non Current - Past Due									
173	Grants Receivable - Non Current									
174	Other Assets									
176	Investments in Joint Ventures									
180	Total Non-Current Assets	\$3,877,756			\$0	\$1,046		\$3,878,802	\$0	\$3,878,802
190	Total Assets	\$4,689,858			\$40,965	\$43,844		\$4,774,667	-\$3,273	\$4,771,394
200	Deferred Outflow of Resources									
290	Total Assets and Deferred Outflow of Resources	\$4,689,858			\$40,965	\$43,844		\$4,774,667	-\$3,273	\$4,771,394
311	Bank Overdraft	\$0						\$0		\$0
312	Accounts Payable <= 90 Days	\$22,672				\$5,159		\$27,831		\$27,831

313	Accounts Payable >90 Days Past Due													
321	Accrued Wage/Payroll Taxes Payable	\$3,191		\$1,284	\$4,475								\$4,475	
322	Accrued Compensated Absences - Current Portion	\$3,217		\$1,085	\$4,302								\$4,302	
324	Accrued Contingency Liability													
325	Accrued Interest Payable													
331	Accounts Payable - HUD PHA Programs													
332	Account Payable - PHA Projects													
333	Accounts Payable - Other Government	\$23,864			\$23,864								\$23,864	
341	Tenant Security Deposits	\$50,683			\$50,683								\$50,683	
342	Unearned Revenue													
343	Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue													
344	Current Portion of Long-term Debt - Operating Borrowings													
345	Other Current Liabilities													
346	Accrued Liabilities - Other													
347	Inter Program - Due To	\$2,618	\$655		\$3,273	-\$3,273							\$0	
348	Loan Liability - Current													
310	Total Current Liabilities	\$106,245	\$655	\$7,528	\$114,428	-\$3,273							\$111,155	
351	Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue													
352	Long-term Debt, Net of Current - Operating Borrowings													
353	Non-current Liabilities - Other													
354	Accrued Compensated Absences - Non Current													
355	Loan Liability - Non Current													
356	FASB 5 Liabilities													
357	Accrued Pension and OPEB Liabilities			\$79,542	\$297,873								\$297,873	
350	Total Non-Current Liabilities	\$218,331	\$0	\$79,542	\$297,873	\$0							\$297,873	
300	Total Liabilities	\$324,576	\$655	\$87,070	\$412,301	-\$3,273							\$409,028	
400	Deferred Inflow of Resources													
508.4	Net Investment in Capital Assets	\$3,877,756		\$1,046	\$3,878,802								\$3,878,802	

511.4 Restricted Net Position	\$0	\$39,685			\$39,685	\$39,685
512.4 Unrestricted Net Position	\$487,526	\$625	-\$44,272		\$443,879	\$443,879
513 Total Equity - Net Assets / Position	\$4,365,282	\$40,310	-\$43,226		\$4,362,366	\$4,362,366
600 Total Liab., Def. Inflow of Res., and Equity - Net Assets / Position	\$4,689,658	\$40,965	\$43,844		\$4,774,667	-\$3,273
						\$4,771,394

Harrietstown Housing Authority (NY087)
Saranac Lake, NY

Entity Wide Revenue and Expense Summary

Submission Type: Unaudited/A-133

Fiscal Year End: 12/31/2013

	Project Total	14,871 Housing Choice Vouchers	COCC	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue	\$402,320			\$402,320		\$402,320
70400 Tenant Revenue - Other	\$6,625			\$6,625		\$6,625
70500 Total Tenant Revenue	\$408,945	\$0	\$0	\$408,945	\$0	\$408,945
70600 HUD PHA Operating Grants	\$292,118	\$444,890		\$737,008		\$737,008
70610 Capital Grants	\$11,354			\$11,354		\$11,354
70710 Management Fee			\$74,223	\$74,223	-\$69,425	\$4,798
70720 Asset Management Fee			\$29,342	\$29,342	-\$29,342	\$0
70730 Book Keeping Fee			\$19,634	\$19,634	-\$19,634	\$0
70740 Front Line Service Fee						
70750 Other Fees						
70700 Total Fee Revenue			\$123,199	\$123,199	-\$118,401	\$4,798
70800 Other Government Grants						
71100 Investment Income - Unrestricted	\$1,366	\$4	\$129	\$1,499		\$1,499
71200 Mortgage Interest Income						
71300 Proceeds from Disposition of Assets Held for Sale						
71310 Cost of Sale of Assets						
71400 Fraud Recovery						
71500 Other Revenue	\$16,260		\$328	\$16,588		\$16,588
71600 Gain or Loss on Sale of Capital Assets						
72000 Investment Income - Restricted						
70000 Total Revenue	\$730,043	\$444,894	\$123,656	\$1,298,593	-\$118,401	\$1,180,192

91100	Administrative Salaries	\$69,724	\$27,588	\$68,003	\$165,315		\$165,315
91200	Auditing Fees	\$2,970	\$500		\$3,470		\$3,470
91300	Management Fee	\$72,827	\$13,049		\$85,876		\$0
91310	Book-keeping Fee	\$9,698	\$9,937		\$19,635		\$0
91400	Advertising and Marketing	\$3,031		\$997	\$4,028		\$4,028
91500	Employee Benefit Contributions - Administrative	\$34,007	\$14,280	\$22,395	\$70,682		\$70,682
91600	Office Expenses	\$2,597		\$6,706	\$9,303		\$9,303
91700	Legal Expense	\$765		\$742	\$1,507		\$1,507
91800	Travel						
91810	Allocated Overhead						
91900	Other	\$25,749	\$1,845	\$28,512	\$56,104		\$56,104
91000	Total Operating - Administrative	\$221,368	\$67,197	\$127,355	\$415,920		\$310,409
92000	Asset Management Fee	\$12,890			\$12,890		\$0
92100	Tenant Services - Salaries	\$13,500		\$50	\$13,550		\$13,550
92200	Relocation Costs						
92300	Employee Benefit Contributions - Tenant Services	\$8,817			\$8,817		\$8,817
92400	Tenant Services - Other	\$16,500			\$16,500		\$16,500
92500	Total Tenant Services	\$38,817	\$0	\$50	\$38,867		\$38,867
93100	Water	\$33,774		\$1,000	\$34,774		\$34,774
93200	Electricity	\$85,176		\$4,000	\$89,176		\$89,176
93300	Gas	\$5,072			\$5,072		\$5,072
93400	Fuel	\$5,094			\$5,094		\$5,094
93500	Labor	\$16,898			\$16,898		\$16,898
93600	Sewer						
93700	Employee Benefit Contributions - Utilities	\$12,668			\$12,668		\$12,668
93800	Other Utilities Expense						
93000	Total Utilities	\$158,652	\$0	\$5,000	\$163,652		\$163,652
94100	Ordinary Maintenance and Operations - Labor	\$72,036			\$72,036		\$72,036

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94200	Ordinary Maintenance and Operations - Materials and Other	\$21,696	\$1,153	\$22,849	\$22,849	\$22,849
94300	Ordinary Maintenance and Operations Contracts	\$33,630		\$33,630	\$33,630	\$33,630
94500	Employee Benefit Contributions - Ordinary Maintenance	\$54,010		\$54,010	\$54,010	\$54,010
94000	Total Maintenance	\$181,372	\$1,153	\$182,525	\$0	\$182,525
95100	Protective Services - Labor					
95200	Protective Services - Other Contract Costs					
95300	Protective Services - Other					
95500	Employee Benefit Contributions - Protective Services					
95000	Total Protective Services	\$0	\$0	\$0	\$0	\$0
96110	Property Insurance	\$28,922	\$509	\$29,431		\$29,431
96120	Liability Insurance					
96130	Workmen's Compensation		\$5,719	\$5,719		\$5,719
96140	All Other Insurance		\$2,000	\$2,000		\$2,000
96100	Total Insurance Premiums	\$28,922	\$8,228	\$37,150	\$0	\$37,150
96200	Other General Expenses	\$46,172	\$11,891	\$58,063		\$58,063
96210	Compensated Absences					
96300	Payments in Lieu of Taxes	\$23,864		\$23,864		\$23,864
96400	Bad debt - Tenant Rents					
96500	Bad debt - Mortgages					
96600	Bad debt - Other					
96800	Severance Expense					
96000	Total Other General Expenses	\$70,036	\$11,891	\$81,927	\$0	\$81,927
96710	Interest of Mortgage (or Bonds) Payable					
96720	Interest on Notes Payable (Short and Long Term)					
96730	Amortization of Bond Issue Costs					
96700	Total Interest Expense and Amortization Cost	\$0	\$0	\$0	\$0	\$0
96900	Total Operating Expenses	\$712,087	\$153,677	\$932,961	-\$118,401	\$814,560

97000	Excess of Operating Revenue over Operating Expenses	\$17,956	\$377,697	-\$30,021	\$365,632	\$0	\$365,632
97100	Extraordinary Maintenance						
97200	Casualty Losses - Non-capitalized						
97300	Housing Assistance Payments		\$379,907		\$379,907		\$379,907
97350	HAP Portability-In						
97400	Depreciation Expense	\$182,112		\$1,009	\$183,121		\$183,121
97500	Fraud Losses						
97600	Capital Outlays - Governmental Funds						
97700	Debt Principal Payment - Governmental Funds						
97800	Dwelling Units Rent Expense						
90000	Total Expenses	\$894,199	\$447,104	\$154,686	\$1,495,989	-\$118,401	\$1,377,588
10010	Operating Transfer In	\$49,944			\$49,944		\$49,944
10020	Operating transfer Out	-\$49,944			-\$49,944		-\$49,944
10030	Operating Transfers from/to Primary Government						
10040	Operating Transfers from/to Component Unit						
10050	Proceeds from Notes, Loans and Bonds						
10060	Proceeds from Property Sales						
10070	Extraordinary Items, Net Gain/Loss						
10080	Special Items (Net Gain/Loss)						
10091	Inter Project Excess Cash Transfer In						
10092	Inter Project Excess Cash Transfer Out						
10093	Transfers between Program and Project - In	\$60,170			\$60,170		\$60,170
10094	Transfers between Project and Program - Out	-\$60,170			-\$60,170		-\$60,170
10100	Total Other financing Sources (Uses)	\$0	\$0	\$0	\$0	\$0	\$0
10000	Excess (Deficiency) of Total Revenue over (under) Total Expenses	-\$164,156	-\$2,210	-\$31,030	-\$197,396	\$0	-\$197,396
11020	Required Annual Debt Principal Payments	\$0	\$0	\$0	\$0		\$0
11030	Beginning Equity	\$4,529,091	\$40,050	-\$12,196	\$4,556,945		\$4,556,945

11040 Prior Period Adjustments, Equity Transfers and Correction of Errors	\$347	\$2,470	\$2,817	\$2,817
11050 Changes in Compensated Absence Balance				\$2,817
11060 Changes in Contingent Liability Balance				
11070 Changes in Unrecognized Pension Transition Liability				
11080 Changes in Special Term/Severance Benefits Liability				
11090 Changes in Allowance for Doubtful Accounts - Dwelling Rents				
11100 Changes in Allowance for Doubtful Accounts - Other				
11170 Administrative Fee Equity		\$625	\$625	\$625
11180 Housing Assistance Payments Equity				
11190 Unit Months Available	1356	\$39,685	\$39,685	\$39,685
11210 Number of Unit Months Leased	1289	1524	2880	2880
11270 Excess Cash	\$615,903	1371	2660	2660
11610 Land Purchases	\$0		\$615,903	\$615,903
11620 Building Purchases	\$10,642		\$0	\$0
11630 Furniture & Equipment - Dwelling Purchases	\$0		\$10,642	\$10,642
11640 Furniture & Equipment - Administrative Purchases	\$0		\$0	\$0
11650 Leasehold Improvements Purchases	\$0		\$0	\$0
11660 Infrastructure Purchases	\$0		\$0	\$0
13510 CFFP Debt Service Payments	\$0		\$0	\$0
13901 Replacement Housing Factor Funds	\$0		\$0	\$0

12. Asset Management

The financial challenges confronting the HHA are significant. As federal support for public housing is decreasing, the costs associated with operating and maintaining public housing and tenant-based housing programs are increasing. The HHA continually looks for ways to eliminate and reduce costs. This includes ways to work more effectively and efficiently.

The HHA's two properties date back to the 1970s. The structures, mechanics, and site components are aging. Inventory items like appliances require regular replacement. In the past, physical needs assessments and energy audits identified needs and opportunities to manage and protect the inventory. As this Five-Year Plan is being prepared, the HHA is awaiting proposals to conduct a Green Physical Needs Assessment (GPNA), using HUDs new GPNA Tool and energy audit.

Planned for late 2014, the GPNA identifies all the work needed to bring properties up to applicable modernization and energy conservation standards. It projects current modernization and life-cycle replacement repair needs over a twenty (20) year period and provides the HHA with information necessary to ensure long-term physical viability in a manner suitable for planning and budgetary purposes. The energy audit identifies available energy conservation measures (ECMs), determines the cost to implement each ECM and determine the cost savings resulting from the implementation of each ECM.

13. Violence Against Women Act (VAWA)

The HHA is a small housing authority in a small community. This allows the HHA to have a close working relationship with local social service agencies, law enforcement, religious institutions, and not-for-profit organizations.

The HHA has no formal VAWA-related programs but works to help victims, whether applicants or tenants, when they make themselves known.

