

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

Fiscal Year 2021

PHA Annual Plan

Housing Authority of the City of
Hagerstown, MD.

Sean Griffith, Executive Director

Streamlined Annual PHA Plan (High Performer PHAs)

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

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

A.	PHA Information.
A.1	<p>PHA Name: <u>The Housing Authority of the City of Hagerstown, Maryland</u> PHA Code: <u>MD006</u></p> <p>PHA Type: Small High Performer</p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2020</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p>Number of Public Housing (PH) Units <u>1180</u> Number of Housing Choice Vouchers (HCVs) <u>943</u> Total Combined <u>2123</u></p> <p>PHA Plan Submission Type: Annual Submission Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>
No. of Units in Each Program	

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?</p> <p>Y N</p> <p>Y Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p>Y Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p>N Financial Resources.</p> <p>N Rent Determination.</p> <p>N Homeownership Programs.</p> <p>N Safety and Crime Prevention.</p> <p>N Pet Policy.</p> <p>N Substantial Deviation.</p> <p>Y Significant Amendment/Modification</p>

	<p>(b) The PHA must submit its Deconcentration Policy for Field Office Review.</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?</p> <p>Y N</p> <p>N Hope VI or Choice Neighborhoods.</p> <p>Y Mixed Finance Modernization or Development.</p> <p>N Demolition and/or Disposition.</p> <p>N Conversion of Public Housing to Tenant Based Assistance.</p> <p>N Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p>N Project Based Vouchers.</p> <p>N Units with Approved Vacancies for Modernization.</p> <p>N Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
<p>B.3</p>	<p>Progress Report.</p> <p>The Board of Commissioners and staff of the Hagerstown Housing Authority (HHA) are pleased to provide this progress report and provide eight new goals and objectives listed in this plan. Our objectives and goals are multifaceted, and I would be pleased to address each specifically if HUD</p>

representatives would like. To do so in this summary would cause this piece to be a book versus a summary.

In 2012 HHA determined that over the next ten years Noland Village would require capital improvements that would far exceed the current and future funding. Realizing additional funding streams were needed, HHA decided to apply for the Rental Assistance Demonstration Program (RAD) in 2015. In September of 2016, HHA received notification from HUD that 61 units from Noland Village were approved for the RAD program. In addition, HHA received notification of a multi-phase award holding the remaining 189 units by HUD for the RAD Program. HHA then applied for competitive 9% tax credits with the state of Maryland to help fund the redevelopment of the first 61 units at an offsite location. In April of 2017 HHA received notification from the state that we were successful. HHA and our partners will continue to work diligently until all 250 units at Noland Village have been redeveloped. Construction began on Phase I (61 units) August 2019, and full occupancy is expected to occur in April of 2021. Phase II has been approved for 9% LIHTC funding and will include an additional 70 units from Noland Village.

Phase II settlement occurred in December of 2020 and we anticipate occupancy beginning in January of 2021. A twin application (9% and 4% tax credits) was submitted in the Fall of 2020 for the remaining 116 units (250 original units – 64 Phase I (3 units Dispo) - 70 Phase II Units) The application was unsuccessful, and we are currently exploring the use of bonds to complete the development of the remaining 116 units. The Board of Commissioners has approved the allocation of Operating Reserves up to \$1,217,000 for the project and HHA and the Developer have committed to reinvesting portions of the Developer fees to promoting homeownership in the development(s).

To maintain the long-term viability of our communities, HHA continues to make capital improvements. Highlights of some of our major improvements include exterior aluminum siding, kitchen upgrades, furnace upgrades, water lines and sanitary systems at our AMP 1 locations, elevator upgrades and roof replacement at our AMP 2 locations, elevator trash compactor upgrades for AMP 4, and roof upgrades, kitchen and bath upgrades at our AMP3 location. Continued investigation of upgrades for windows, and other energy efficient upgrades at Gateway Crossing and C. Williams Brooks Mid-Rise. So far this year the average score for HUD's inspections (as of today) is 95%.

HHA's mission goes beyond providing affordable and quality housing in the City of Hagerstown. The mission also includes providing safe housing and opportunities to those we serve to become self-sufficient. In 2017, HHA conducted a data analysis of the crime in HHA owned properties compared to the city as a whole. We are proud to say that HHA owned properties were almost half of that in the city per capita. This shows that the collaboration between HHA's security department, police department and, the residents in the community has been successful in keeping our communities some of the safest in the City of Hagerstown.

HHA was awarded a grant in 2021, through a competitive grant, the continuation of the Family Self Sufficiency (FSS) Program. The grant is geared toward the residents that reside in HHA communities and the HCV program. The beginning income for families starting on the program that graduated was \$4,362.64. The final income upon graduation in 2021 was \$23,234 on average. Of the residents graduating from the program, approximately 24 % purchased homes. Others have received GED's, Bachelors, CNA's, trade skills, and the list goes on. We currently have 125 families enrolled in the program and we are actively looking to increase these numbers.

	<p>The Housing Authority is very proud to serve our community and we look forward to the future. We plan to explore and implement homeownership opportunities to our residents, allowing subsidizes to go toward mortgage payments. We will continue with the redevelopment efforts to maintain our mission of providing "quality housing" and research ways to increase funds; both federalized through grants and de-federalized through the private market.</p>
<p>B.4.</p>	<p>Most Recent Fiscal Year Audit.</p> <p>1. Were there any findings in the most recent FY Audit?</p> <p>No Findings</p> <p>If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
<p>C.1</p>	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p>AS ATTACHED</p> <p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. TO BE ATTACHED FOR SUBMITTAL TO HUD</p>
<p>C.2</p>	<p>Civil Rights Certification.</p> <p>AS ATTACHED</p> <p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. TO BE ATTACHED FOR SUBMITTAL TO HUD</p>

<p>C.3</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>YES. The Agency Plan was presented to the Resident Advisory Board, for comment during their April 14, 2021 meeting.</p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>C.4</p>	<p>Certification by State or Local Officials.</p> <p>AS ATTACHED</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. TO BE ATTACHED FOR SUBMITTAL TO HUD</p>
<p>D</p>	<p>Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>
<p>D.1</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p>

Five-Year CFP Action Plan for Years 2021, 2022, 2023, 2024 and 2025

Major Acct.	Description	Actual	Proposed	Proposed	Proposed	Proposed
		Grant Award	Grant Award	Grant Award	Grant Award	Grant Award
		FY2021	FY2022	FY2023	FY2024	FY2025
		CFP 521	CFP 522	CFP 523	CFP 524	CFP 525
1406	Operations (25% Max.) \$678,308	678,308	678,308	678,308	678,308	678,308
1408	Management Improvements (10% Max.) \$271,323	271,323	271,323	271,323	271,323	271,323
1410	Administration (10% Max.) \$271,323	271,323	271,323	271,323	271,323	271,323
1411	Audit (CFP Portion)	5,000	5,000	5,000	5,000	5,000
1430	Fees and Costs	33,000	33,000	5,800	5,800	33,000
1450	Site Improvements	131,682	126,082	174,943	143,782	136,143
1460	Dwelling Structures	953,140	970,340	948,679	979,840	948,679
1465.1	Dwelling Equipment-Non Expendable (Refrig/Stoves)	74,000	74,000	74,000	74,000	74,000
1470	Non-dwelling Structures	19,500	12,900	12,900	12,900	19,500
1475	Non-dwelling Equipment (moveable - vehicles/PCs)	57,000	52,000	52,000	52,000	57,000
1495.1	Relocation Costs	900	900	900	900	900
1499	Development Activities	1,000	1,000	1,000	1,000	1,000
1502	Contingency (8% Max.) \$217,058	217,058	217,058	217,058	217,058	217,058
	Total Grant Amount	2,713,234	2,713,234	2,713,234	2,713,234	2,713,234

Statement of Housing Needs and Strategy for Addressing Housing Needs.

According to the Comprehensive Plan published by the city of Hagerstown 60% of the units within the city are occupied by renters. The housing authority administers a total of 2,123 subsidies (970 Public Housing units, 60 Public Housing/LIHTC Units, 150 Public Housing units at Gateway Crossing and 884 Housing Choice Vouchers & 59 Veterans Affairs Supportive Housing Vouchers).

The 2013 American Community Survey (ACS) estimate shows there are 18,457 units occupied by both renters & homeowners. Based on the 2013 American Community Survey (ACS) estimate, 60% or 11,074 units are occupied by renters. Using the number of subsidies provided by Hagerstown Housing Authority, 19% of these households are receiving a subsidy.

Our current waiting list for Public Housing is 4,629 and 3,993 for the Public Housing/LIHTC development. The Public Housing list includes 291 elderly, and 1,687 disabled applicants. Preference points are awarded to both Public Housing & Housing Choice Voucher applicants who are elderly or disabled. This waitlist is comprised of 4,659 families with children.

3,564 Public Housing families have an income below 30% of area median income (AMI), with 833 between 30% and 50% AMI and 139 between 50% and 80% AMI. The Public Housing/LIHTC waiting list is comprised of 3,119 families at or below 30%, 539 families between 30-40%, 320 families between 40-50% and 141 families between 50-60% of median income. In FY 2020, 108 or 76% of Public Housing admissions were Extremely Low Income. The racial makeup of families on the Public Housing and Public Housing/LIHTC waitlist is 4,572 African American, 1,542 White, and 1,392 Other. 473 families are listed as Hispanic ethnicity.

The Public Housing/LIHTC waiting list breakdown by bedroom size is as follows:

0-BR	294
1-BR	2,952
2-BR	2,712
3-BR	1,972
4-BR	656
5-BR	33

The public housing stock includes the following bedroom sizes:

0-BR	199
1-BR	392
2-BR	262
3-BR	263
4-BR	51
5-BR	13_

1,180

The Housing Choice Voucher waiting list totals 4,912 including 95 elderly and 921 disabled families.

The combined waiting lists for rental assistance have a total of 13,534. Preference points are awarded to both Public Housing & Housing Choice Voucher applicants who are elderly or disabled. This waiting list (HCV) is comprised of 2,844 families with children. The income break-down is as follows: 2,554 Extremely Low Income, 589 Very Low Income and 98 Low Income applicants. In FY 2020 86% of HCV new admissions were Extremely Low Income. The racial makeup of the HCV waitlist is 799 White, 2,704 African American, 79 other, and 796 of unknown races. We have 258 families with a Hispanic head of household.

The Public Housing program leased a total of 142 units in FY 2020 by way of unit turnover. The HCV program turnover for the same period was 96 units which totals 235 subsidies' available to applicants from our waiting list. As evidenced by PIC data, rents are calculated accurately.

For both Public Housing and HCV

Affordability, supply, quality, accessibility, size and location sometimes affect the availability of housing for low-income residents. In the case of the jurisdiction which is served by the Housing Authority of the City of Hagerstown, these characteristics do not appear to have an effect on the creation or continuation of housing needs. There seems to be an adequate supply of affordable housing as evidenced by the fact that 76% of Public Housing Admissions and 86% of Section 8 admissions were from less than 30% AMI. These statistics show that there is no short supply of affordable housing in the PHA jurisdiction.

Both the Housing Authority and HCV Landlords have in their inventory safe, decent, quality, affordable homes for rent. This is evidenced by the High REAC inspection scores maintained by the Housing Authority and HQS reports on HCV units under lease and those new to the program. The City of Hagerstown works with the Housing Authority using a Rental inspection program that ensures quality units for rent.

The Authority is able to house those applicants with disabilities in a reasonable time and has experienced no problems with finding units that fit the accessibility needs of the disabled. The newest Public Housing property is fully accessible and adaptable with 6 units fully wheel-chair accessible. Size of the unit needed and amenities are all worked out with the Housing Authority or by the HCV Landlord, leaving no cases where we were not able to accommodate persons with disabilities when they came to the top of the list. We also use additional preference points for elderly and disabled applicants.

Both the Public Housing and HCV waitlists choose unit size based on HUD's definition. Obviously, the number of units available for each bedroom size and the applicants available for that size can have an effect on the length of time a family remains on the Public Housing waitlist. Due to aggressive Lease enforcement and an active FSS program, the Authority makes every effort to make sure there is a steady flow of available units of all sizes and locations. For HCV applicants the size of unit needed is not a factor in waitlist movement. As long as there are funds and available units, applicants are housed. In addition, the HCV landlords in the City of Hagerstown and the Housing Authority Public Housing Program have a variety of unit sizes with locations all over the city. This decreases the chance poverty and minority concentration.

The HCV program works with the city's Rental Licensing Program coordinating inspections and standards to improve the quality of available rental units under the HCV program. Our housing authority consistently maintains high performance ratings on PHAS Inspections. The Housing Authority obligates and expends all Capital Funds awarded by HUD to upgrade and modernize our housing stock. Our Public Housing units are conveniently located in various areas throughout the city. In addition to the 150 Public Housing units in Gateway Crossing, 39 Housing Choice Voucher holders are currently residing in this new and modern, mixed income/homeownership community. The Housing Authority increases the payment standard, as allowed by HUD, to make available newer, more accessible units for applicants with special needs. This assists with de-concentration and the availability of accessible units.

The size and wait time of the HCV waitlist is based on lack of funding, not lack of availability of affordable quality units.

PHA Plan Strategies for Addressing Housing Needs

The Authority meets monthly with various agencies such as:

Washington County DSS; Hagerstown Home Store; CAMEO House – Addictions unit; Community Action Council; One Stop Job Center; Washington County Head Start; MD. Cooperative Center; Division of Rehabilitation Services; Habitat for Humanity; Washington County Hospital; Washington County Mediation Center; Big Brothers/Big Sisters.

The Authority maintained an average turn-around time of 45 days for 2020, in order to facilitate housing of those in need as quickly as possible. Our waitlists are actively maintained and worked to ensure that we have a good pool of available applicants. Our Public Housing waitlist has never been closed. Our HCV wait list was reopened on June 15, 2018 after being closed since May 31, 2015.

We have an aggressive HCV landlord recruiting process, to make sure that the available units for our HCV applicants is as large as possible to give our applicants more housing choice.

We have an aggressive Lease enforcement program and an active FSS program, the Authority makes every effort to make sure there is a steady flow of available units of all sizes and locations. This would ensure that families not in compliance with policies and regulations or families who want to move up and out are not taking up units that are required by more in need applicants.

DECONCENTRATION POLICY

- 1 It is the Housing Authority's policy to affirmatively market to all eligible income groups, to provide for de-concentration of poverty, and to encourage income mixing by bringing higher income families into lower income communities and lower income families into higher income communities. Lower income Tenants will not be steered toward lower income communities and higher income people will not be steered toward higher income communities.
- 2 In accordance with ongoing initiatives focusing on Tenant satisfaction and private property management standards, the Housing Authority will continually strive to create incentives to encourage higher income families to apply for its public housing communities. This is accomplished by focusing on safety, attractiveness, and low-cost quality housing. In addition, the Housing Authority will continually strive to create incentives relative to each

of its communities, with care not to target particular properties for high or low-income families, but rather to achieve an income mix in each community.

- 3 At the forefront of the Housing Authority's initiatives is the provision of social service programs that provide opportunities for Tenants to improve their quality of life through participation in self-sufficiency programs.
- 4 The Housing Authority will continue to create and monitor incentives annually in the development of the annual and five-year plan. Incentives will be created relative to the local rental market and to other assisted housing in the Housing Authority's jurisdiction. The following incentives, unique to the Housing Authority, are offered to families applying for or living in the Housing Authority's communities:
 - 5 Flat Rents. To encourage higher income families to apply and remain in the Housing Authority's communities, Tenant rents do not continue to increase based on thirty percent (30%) of monthly adjusted income (as in many federally assisted housing programs), but cap-out at a reasonable market rent (flat rent). Families have a choice of the flat rent or a rent based on income.
 - 6 Local Preference for working families and families participating in local job training programs. In support of welfare reform, the Housing Authority gives local preference to public housing applicants who work or participate in job training, job search, work experience, or educational programs.
 - 7 Family Self -Sufficiency (FSS) Program. The Housing Authority offers the FSS program to Tenants of Housing Authority's communities, thus creating opportunities for obtaining permanent full-time employment and future home ownership.
 - 8 Curb Appeal/Physical Improvements Program. The Housing Authority continually strives to raise the standards of its physical properties and improve the aesthetic appearance of its communities, reflecting a standard that compares or exceeds private property management.
 - 9 Aggressive "image-building" campaign to change stigmas attached to public housing. The Housing Authority is increasing efforts to remove Tenants who do not comply with lease and to retain those that remain, by focusing on Tenant satisfaction and proactive policies that prevent program abuse, and that reward and empower Tenants.
- 10 In addition to the Housing Authority-wide incentives listed above, all communities have extensive social programs, ranging from a homework club in the family communities, to health and wellness programs in the senior communities.
- 11 As future guidance is provided by HUD and in accordance with federal regulations, the Housing Authority plans to continue to expand its Admissions Policy to include more incentives for de-concentration and income mixing.
- 12 Family income statistics by community and the Housing Authority-wide will be monitored on a monthly basis to meet the de-concentration/income mixing requirements of Quality Housing and Work Responsibility Act of 1998 (QHWRA) (Section 513). The Housing Authority shall follow the statutory requirement that at least forty percent (40%) of newly admitted families in any fiscal year be families whose annual income is at or below thirty percent (30%) of the area median income. Move-outs will be closely monitored, and families interviewed, where possible, to determine preventative and improvement measures. If, after all measures herein described fail to accomplish the de-concentration income mixing requirements, the Housing Authority will skip families on the waiting list

to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

Financial Resources

STATEMENT OF FINANCIAL RESOURCES 2021			
	<i>Sources</i>	<i>Planned \$</i>	<i>Planned Uses</i>
1	Federal Grants		
a)	Public Housing Operating Fund - CY2021	3,828,141.12	PH Operations
b)	Public Housing Capital Fund-2021	2,713,234.00	PH Capital Improvements
c)	Annual contributions for Section 8 Tenant Based Assistance	7,752,141.00	Section 8 Vouchers
d)	Annual contributions for Section 8 Project Based Assistance	118,831.00	Section 8 Project
e)	Resident Opportunity and Self Sufficiency Grants	176,548.00	PH Supportive Services
f)	HCV FSS Coordinator Grant	0.00	S8 Supportive Services
g)	S8 Admin Fees	553,831.21	S8 Administration
2	Prior Year Federal Grants		
	(unobligated funds only)		
	MD06P006501-19	1,278,686.13	PH Capital Improvements
	MD06P006501-20	2,433,565.01	PH Capital Improvements
3	Public Housing Dwelling Rental Income		
	Rents	2,960,000.00	PH Operations
	Excess Utilities	36,770.00	PH Operations
4	Other Income (list below)		

	Interest Income	43,100.00	PH Operations
5	Non-Federal Sources (list below)		
	Non-Dwelling Rental	21,600.00	PH Operations
	Management Fees GWC	202,084.00	PH Operations
	Management Fees CWB	41,810.00	PH Operations
	Total Resources	22,160,341.47	

RENT DETERMINATION

REDETERMINATION OF RENT AND FAMILY COMPOSITION

1. Frequency of Regular Reexaminations. Once a year, or as otherwise determined by Landlord, Tenant agrees to attend a reexamination interview and to furnish a signed certification containing accurate information regarding family income, employment, family composition, and other relevant information required by Landlord in determining rent, dwelling size and continued eligibility for assisted housing. Tenant agrees to provide any written documentation requested by Landlord relating to family composition, income, expenses, or any other information necessary for Landlord to determine Tenant's continued eligibility. The failure to attend a reexamination interview and to furnish the required certification and documentation shall be deemed by Landlord to be a substantial breach of a material term of this Lease.

2. Choice of Rent Based on Income or Flat Rent. Tenants will be offered the choice of the flat rent or a rent based on income at the enrollment interview and the annual reexamination. The flat rent is subject to change when Landlord notifies Tenant, based on a new analysis of the market value and after at least a thirty (30) day posting at the central office and community sites. Tenant may, at any time, request to be switched to a rent based on income if a family on a flat rent has a financial hardship as stated in the ACOP.

3. Minimum Rent Policy. (24 CFR 5.630) The Housing Authority has elected to charge a minimum rent of \$0.00 per month, however, this is subject to change at any time, following approval by the Housing Authority's Board of Commissions and postings in accordance with HUD regulations. Minimum Rent: \$0.00 at this time.

4. Interim Reexaminations. (As follows and as contained in the ACOP)

Increases in Income. The family must report any increase in income or change in family composition in writing within fourteen (14) calendar days. For increases of \$25.00 or more per week in gross income, an interim adjustment in rent will be effective the first (1st) day of the third (3rd) month following the effective date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase the first (1st) day of the month following a thirty (30) day notice. The income of Live-in Aides will not be counted for purposes of calculating rent.

Decreases in Income. The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the first (1st) of the following month.

Policy for 120% of AMI Over-Income Limit. (FR-5976-N-07 (Vol. 83 No. 144)) Any family that has exceeded 120% of the Area Median Income (AMI) (or a different limitation established by the Secretary) for two consecutive years shall be terminated from tenancy within 6 months of the 2nd year of exceeding 120% AMI. If the PHA discovers through annual or interim reexamination that the previously over-income family falls below 120% of AMI, the family is no longer subject to these provisions. The family is then entitled to a new 2-year over-income grace period. Excluded are those families currently participating in the Family Self-Sufficiency (FSS) or Earned Income Disallowance (EID) programs.

Policy for Addition of an Adult 18 years or older. In order to add a household member, (including live-in aides), the family must request that the new member be added to the Lease. Before adding the new member to the Lease, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the Lease. Live-in aides need not disclose their income and assets. . An additional adult household member may not move into the dwelling Unit until approved as eligible and is added to the Lease.

Policy for Addition to Household due to birth, adoption, child custody, or through the Foster Care Program. The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Tenant must provide written verification such as a birth certificate, court order, letter from social services or government agency.

Policy for Move Out of a Family Member. The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the persons moving out of the household.

Changes in Family Expenses. The family may report any increase in medical, disability, or childcare expense. The Landlord will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the first (1st) of the month following the month in which the expense was reported.

Special Requirements for Temporary Cash Assistance (TCA) Recipients. Rents for recipients of TCA (welfare) benefits may not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement or other requirements established by the Department of Social Services. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services (D.S.S.) or other applicable agency.

5. Notification to Tenant of Change in Tenant Rent. When the Landlord increases the rent, the Landlord shall give at least a thirty (30) day advance written notice to Tenant. If Tenant does not agree with the determination, they have the right to request a hearing as provided by the Grievance Procedures.

6. Size of Dwelling. Tenant understands that Landlord assigns dwelling Units according to the Occupancy Standards published in the ACOP. If the Tenant is or becomes eligible for a different type or size dwelling Unit and an appropriate dwelling Unit becomes available, the Tenant shall be given advanced notice of the date of anticipated availability and shall be given five (5) days to move. Failure to comply with five (5) day moving period could result in termination of lease.

7. Transfer Policy. Tenant may request to transfer, or Landlord may require a transfer in accordance with the Transfer Policy, which is contained in the ACOP and an Exhibit to this Lease. Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights when removed from the transfer list for refusing to move if Tenant has voluntarily requested the transfer. Refusal of transfer at request of Landlord is considered a substantial breach of a material term of this Lease may result in termination of the Lease and, as a result, the Tenant will be entitled to grievance rights. Over-housed Tenants (as defined in the Transfer Policy in attached Exhibit C) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Under-housed Tenants (as defined in the Transfer Policy) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Tenants shall bear their own moving costs associated with transfers, regardless of whether the transfers are at the request of Tenant or at the request of Landlord. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a unit.

8. Community Service and Family Self-Sufficiency. Each adult member of the household who is eighteen (18) years or older and who does not work at least thirty (30) hours per week as set forth in the ACOP and Exhibit B to the Lease, agrees, as a condition of continued occupancy, to contribute eight (8) hours per month of community service or to participate in an economic self-sufficiency program unless exempt from this requirement. Specific exemptions and eligibility criteria are outlined in the Community Service and Family Self-Sufficiency Requirements contained in the ACOP and as an Exhibit to this Lease.

9. Welfare Program Requirements. (24 CFR 5.603 and 5.615) Tenants may not have their rent reduced for failure to comply with welfare program requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Tenants are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services or another applicable agency.

10. Disallowance of Earned Income. (24 CFR 960.255) During the first twelve (12) months after commencement of employment of a family member, the Landlord disallows the incremental increase in a family member's income as a result of employment. In the second twelve (12) month period, the Landlord disallows fifty percent (50%) of the incremental increase. The amount of the incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after beginning the employment. It is this amount that is subject to being disregarded.

a) The family may receive the disallowance only as follows:

(1) Disallowance is limited to one (1) twenty-four consecutive (24) month period from the beginning of the first (1st) month after commencement of qualifying employment of an individual family member.

(2) During this twenty-four (24) month period, for a maximum of twelve (12) months, the incremental increase is disregarded, and for a maximum of the second twelve (12) months, fifty percent (50%) of the incremental increase is disregarded.

(3) If the period of increased income does not last for twelve (12) consecutive months, however, each qualifying family member is only entitled to a total of twelve (12) months of each disallowance.

b) Definitions: The following definitions apply for purposes of this section (24 CFR 960.255)

(1) Disallowance - Exclusion from annual income

(2) Previously unemployed includes a person who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

(3) Qualified family - A family residing in public housing:

(a) Whose annual income increases as a result of employment of a family member who was unemployed for one (1) or more years previous to employment;

(b) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

(c) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of title IV of the Social Security Act, as determined by the Landlord in consultation with the local agencies administering temporary assistance program. These programs are not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six (6) month period is at least \$500.

11. Family Disclosure of HUD Notice Concerning Family Income. (24 CFR 5.240) A family must promptly furnish to the Landlord any letter from HUD concerning the amount or verification of family income. The Landlord must verify the information received from the family and make appropriate adjustments in the amount of income and rent.

12. Excess Rental Assistance. The Landlord will also pursue former Tenants for abuses regarding excess rental assistance, such as reporting the deficiency of payments to credit bureaus or pursue collection through the court system in order to recover such amounts.

Homeownership Programs. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#) and 24 CFR §903.12(b).

SAFETY AND CRIME PREVENTION

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

22.1 PURPOSE AND APPLICABILITY

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) (VAWA 2013) and more generally to set forth the Housing Authority’s policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of the Public Housing Program under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity or marital status who are victims of domestic violence, dating violence, sexual assault, or stalking.

22.2 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the Housing Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, sexual assault, or stalking;
- D. Creating and maintaining collaborative arrangements between the Housing Authority, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by the Housing Authority; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by the Housing Authority.

22.3 OTHER HOUSING AUTHORITY POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to the Housing Authority’s Five-Year Public Housing Agency Plan. the Housing Authority’s annual public housing agency plan shall also contain information concerning the Housing Authority’s activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Housing Authority, the provisions of this Policy shall prevail.

22.4 DEFINITIONS

Safety and Crime Prevention (VAWA). As used in this Policy:

- A. *Affiliated individual.* (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual

is a child in the care, custody, or control of that individual); or (2) any individual, tenant, or lawful occupant living in the household of that individual. Under VAWA 2013, the term “affiliated individual” replaces the term “immediate family member”.

B. *Bifurcate*. To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

C. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim (as defined in 18 U.S.C. 2266), by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

D. *Dating Violence* – means violence committed by a person—

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a) The length of the relationship.
 - b) The type of relationship.
 - c) The frequency of interaction between the persons involved in the relationship.

E. *Intimate Partner* (18 U.S.C. 2266): Is a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, type of relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction in which the injury occurred or where the victim resides.

E. *Stalking* – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person’s individual safety or the safety of others; or
2. Suffer substantial emotional distress.–

F. *Sexual assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

G. *Actual and imminent threat* – means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

H. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

22.5 ADMISSIONS AND SCREENING

Non-Denial of Assistance. The Housing Authority will not deny admission to the Public Housing program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, including any adverse factors that are a direct result of domestic violence, dating violence, sexual assault, or stalking provided that such person is otherwise qualified for such admission.

22.6 TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, public housing Tenants following specific protections, which will be observed by the Housing Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be in good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by the Housing Authority as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the Tenant’s control, and the Tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - a) Nothing contained in this paragraph shall limit any otherwise available authority of the Housing Authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the Tenant or a member of the Tenant’s household. However, in taking any such action, the Housing Authority may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other Tenants.
 - b) Nothing contained in this paragraph shall be construed to limit the Housing Authority from evicting or terminating the assistance any Tenant or lawful applicant if the owner or the Housing Authority, as the case may be, can demonstrate an actual and imminent threat to other Tenants or to those

employed at or providing service to the property, if the Tenant is not evicted or terminated from assistance.

- B. Lease Bifurcation (*Removal of Perpetrator*). Notwithstanding anything in Federal, State or local law to the contrary, the Housing Authority may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the Tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Housing Authority.

22.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

- A. Requirement for Verification. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form – (HUD form 5382)* by providing to the Housing Authority a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. Other documentation - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the

documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record (24 CFR 5.2007(d)) describing the incident or incidents in question.
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- B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority, to provide verification, must provide such verification within fourteen (14) business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
 - C. *Waiver of verification requirement.* The Director or Designee may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Director or Designee. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

22.8 CONFIDENTIALITY

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to the Housing Authority shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
 1. requested or consented to by the individual in writing, or
 2. required for use in a Public Housing eviction proceedings, as permitted in VAWA, or
 3. otherwise required by applicable law.
- B. *Notification of rights.* All Tenants of public housing programs administered by the Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

22.9 EMERGENCY TRANSFER REQUESTS

A person seeking an emergency transfer for protection under VAWA must verify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. One way to satisfy this requirement is to fill out and submit to the Housing Authority, HUD Form – 5382 which is located on our website.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Hagerstown Housing Authority (HHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ HHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of HHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HHA is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HHA's management office and submit a written request for a transfer to Hagerstown Housing Authority at 35 W. Baltimore Street, Hagerstown MD 21740. HHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HHA has no safe and available units for which a tenant who needs an emergency is eligible, HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachments: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking and HUD Form 5382.

The Housing Authority will consider Lease bifurcation as provided in 24 CFR 5.2005 in circumstances involving Domestic Violence, Dating Violence, Sexual Assault, or stalking addressed in 24 CFR Part 5, Subpart L.

22.10 COURT ORDERS/FAMILY BREAK-UP

Court orders. It is the Housing Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Housing Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

22.11 RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the Housing Authority to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Housing Authority staff becomes aware that an individual assisted by the Housing Authority is a victim of domestic violence, dating violence, sexual assault, or stalking, the Housing Authority will refer the victim to such providers of shelter or services as appropriate. This Policy does not create any legal obligation requiring the Housing Authority either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

22.12 NOTIFICATION (24 CFR 5.2005(a))

In accordance with VAWA 2013, The Housing Authority will provide written notification to Public Housing and Housing Choice Voucher applicants and Tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at the following times;

- A. at the time an applicant is denied assistance or admission;
- B. at the time the individual is provided assistance or admission under the covered housing program; and
- C. at the time that any notification of eviction or notification of termination of rental assistance is issued.

The notification will also include the VAWA Certification Form described in Section 22.7(A) 1 above to be used as verification to the Housing Authority for any resident or applicant claiming protection under the Act.

22.13 RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault, or stalking.

22.14 AMENDMENT

This policy may be amended from time to time by the Housing Authority as approved by the Housing Authority Board of Commissioners.

PET POLICY

PET OWNERSHIP POLICY

I. ASSISTIVE ANIMALS

Assistive or Support Animals are not pets and are not required to be in compliance with the Pet Ownership Policy, therefore, the following provisions do not apply to an Assistive/Support Animals. In addition, EXHIBIT (F) Pet Policy of the PUBLIC HOUSING DWELLING LEASE – PART II does not apply to any Assistive/Support Animal in a Tenant’s Unit (except for those provisions listed in the assistive animal policy in the ACOP). Additional information pertaining to Assistive/Support Animals can be found in the “REASONABLE ACCOMMODATION POLICY” (section 2.0). If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet.

II. INTRODUCTION.

A. Tenants of the Hagerstown Housing Authority may own pets that are present at the Tenant’s dwelling Unit ONLY in accordance with this policy.

B. This policy does not apply to animals that are used to assist persons with disabilities (Assistive/Support Animals (except for those provisions listed in the assistive animal policy in the ACOP). Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.

C. All pets are considered owned by the head of household of the Unit and that head of household is responsible for complying with the Pet Ownership Policy of the Housing Authority. The term "head of household" includes the terms “Tenant” and “pet owner” when used in this policy.

D. The Housing Authority may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. The Housing Authority may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if the Housing Authority has just cause that a Tenant should not be permitted to own and maintain a pet.

III. PERMITTED PETS: DOMESTIC CATS AND DOMESTIC DOGS – this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

1. Only one (1) domestic cat or one (1) domestic dog shall be owned and housed in a Unit. The animal must be a house pet and shall only be housed inside the Unit.

2. No animal shall be permitted at the Tenant’s Unit or on the Housing Authority property until it has been approved and authorized by the Housing Authority. The Tenant must obtain Housing Authority approval of the animal prior to bringing the

animal into the Unit or onto Housing Authority property. The following requirements must be met in order for an animal to be considered for approval:

a) An application for pet approval, provided by the Housing Authority, must be completed and submitted to the Central Office located at 35 West Baltimore Street, Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.

b) All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any

animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.

c) Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete.

d) Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

e.) Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:

(1) any animal that constitutes a physical threat to human beings or other animals; or

(2) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or

(3) any animal that has bitten or attacked a human being or another animal.

f) Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their Unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

3. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.

a) Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Hagerstown Housing Authority for a dog or a cat housed in a Unit. This Pet Security Deposit shall be paid to the Housing Authority after approval has been given by the Housing Authority for the requested animal and prior to the animal being authorized to be in the Unit. This Pet Security Deposit will be maintained in an escrow account by the Housing Authority and will be used to correct any damage to Authority property (inside and out) by the animal after the animal has vacated the dwelling Unit or the Tenant of that Unit has moved out, whichever occurs first.

(1) Tenants of Potomac Towers and Walnut Towers shall pay a Pet Security Deposit in the amount of One Hundred Fifty (\$150.00) for either a cat or a dog. Any Tenant of Potomac Towers or Walnut Towers who has previously paid a Pet Security Deposit in a lesser amount shall not be required to increase the amount of the Pet Security Deposit on a previously approved animal. Any Tenant of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to pay the difference between the amount of the balance of the original Pet Security Deposit and the Pet Security Deposit of One Hundred Fifty (\$150.00).

(2) Tenants of any Unit not in Potomac Towers or Walnut Towers shall pay a Pet Security Deposit in the amount of Three Hundred (\$300.00) for either a cat or a dog.

(3) If an animal has been removed from the Unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.

(4) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the Unit or Housing Authority property caused by the animal during a period when the animal is housed in the Unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the Unit.

(5) Under Maryland law, the following may apply to Pet Security Deposits

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

Return of Deposit. Unless the pet is removed from the Unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.

Withholding of Deposit. Upon the earlier of the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Dwelling Unit. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the Pet Security Deposit, within forty-five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed, and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the dwelling Unit prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving the dwelling Unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If

Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.

Landlord Liability. The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

b) Non-Refundable Monthly Fee.

(1) A non-refundable Pet Fee of Ten (\$10.00) per month shall be charged to each Unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

(2) Notwithstanding the provisions of (a) above, by federal law, any Tenants of Potomac Towers and Walnut Towers are exempt from paying the \$10.00 per month Pet Fee.

4. Upon approval of an animal by the Housing Authority, written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's Unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.

5. The following rules apply:

a) Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any Unit (inside and outside) or Common Area. Damage outside of a Unit or in a Common Area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Housing Authority property.

b) Yards and balconies are considered part of a Unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.

c) Yards must be maintained in an acceptable manner – the Tenant shall insure that no holes or bare spots due to an animal's use of this space.

d) If during an inspection of a Unit:

(1) an animal odor is present; it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.

(2) the presence of fleas is detected in the Unit; it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the Unit and any other affected Unit.

(3) any pet damage to the Unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.

e) When an animal is not inside the Unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.

- f) Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the Unit accompanies the animal.
- g) There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.
- h) No food or water for animals shall remain outside.
- i) Animals shall not to be left unattended in a parked vehicle.
- j) Animals shall not be left unattended in the Unit for more than ten (10) hours.
- k) Vicious or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non- vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the dwelling Unit by the owner within twenty-four (24) hours after notification of the findings. It is the responsibility of all Tenants to report any such attack to the Health Department.
- l) Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.
- m) When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.
- n) Tenants shall be responsible for removing the animal from the Unit or containing the pet in another room at all times that Housing Authority personnel or a contractor are performing tasks in the Unit. If tasks are being performed outside the Unit, the Tenant is responsible for keeping the animal in the Unit while the task is being performed.
- o) Only the specific animal that has been approved by the Housing Authority shall be permitted at the Tenant's Unit or on the Housing Authority property. Pet sitting in a Tenant's Unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the Unit or onto the Housing Authority property.
- p) Except as permitted in Item 17.5 of the ACOP (pertaining only to Tenants of Potomac Towers and Walnut Towers), no animals shall be permitted in Common Area rooms, community buildings, outside functions at Common Areas, or on the playground.
- q) The Housing Authority will provide Tenants a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times.

All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example, food or feces accumulation on the floor of the Unit, on the patio, on the balcony, or elsewhere.

B. Birds - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

1. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the Tenant to complete.
2. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
3. Only two (2) birds shall be permitted in a Unit. Birds shall not be housed for breeding purposes.
4. Parakeet means that specific breed of bird and not any other member of the Parrot family.
5. Birds are not to be left unattended outside of the Unit, even if caged.
6. Any Tenant owning a Hornbill or other small member of the Parrot family prior to December 31, 2000 shall not be required to remove that bird from the Unit. The Housing Authority must be notified of the presence of any such birds. A form will be provided by the Housing Authority for the Tenant to complete. Any replacement birds obtained must be in strict compliance with the requirements of Item 2 above.

C. Fish_- this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

1. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the Unit. A form will be provided by the Housing Authority for the Tenant to complete.
2. Fish may be maintained in the Unit in an aquarium, which contains not more than 30 gallons of water.
3. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.
4. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

IV. PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.

- A.** For purposes of this provision, the term pets or animals include birds and fish.
- B.** Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners Unit.

- C. There shall be no unauthorized pet in the Unit or on Housing Authority property. Unauthorized pets include, but are not limited to, the following:
1. Reptiles, insects and spiders;
 2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.
 3. Any bird, other than a parakeet or a bird of canary size or smaller.
- D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the Unit and the approval of the animal will be revoked.
- E. Pet owners are responsible for the proper and humane care of their pets.
- F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the Unit immediately.
- G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.
- H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.
- I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3) violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.
- J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the dwelling Unit and may lose pet ownership privileges for six (6) months.
- K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the Unit or on Housing Authority property, the Tenant may lose pet ownership privileges for six (6) months.
- L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Hagerstown Housing Authority.
- M. The failure to remove an animal from the dwelling Unit after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that the Housing Authority attempts to terminate the lease.

- N. Neither the Housing Authority nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the Unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.
- O. Violations of this policy constitute a substantial violation of a material term of the lease.
- P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or Housing Authority personnel.
- Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

V. ADDITIONAL RULES APPLYING ONLY TO TENANTS OF POTOMAC TOWERS, AND WALNUT TOWERS

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. At all times when an animal is not in the Tenant's Unit, the animal must be under the control of the Tenant and shall either be on a leash or in a carrying case.
- C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building; and as noted in Section 2.3 for Reasonable Accommodation.
- D. Animals shall be allowed in the lobbies only when the owner is waiting for a ride. The wait time should be of a minimum duration; and as noted in Section 2.3 for Reasonable Accommodation.
- E. Animals shall not be left on the patio or balcony unattended.
- F. Food and/or water shall not be left on the patio or balcony unless the animal is present.
- G. The animal may not urinate or defecate on the patio or balcony

Significant Amendment/Modification

Definition of "Substantial Deviation"
and
"Significant Amendment or Modification"

In accordance with PIH Notice 99-51 (HA) issued December 14, 1999, PHA's must define "Substantial Deviation" of Annual Plans from the 5-Year Plan and "Significant Amendment or Modification" of the Annual Plan. The Quality Housing and Work Responsibility Act of 1998

requires that PHAs explain “Substantial Deviation” from the 5-Year Plan in their Annual Plans. The Act also provides that, while PHAs may change or modify their plans or policies described in them, any “Significant Amendment or Modification” to the plan would require PHAs to submit a revised PHA plan that has met full public process requirements.

The Hagerstown Housing Authority’s definition of “Substantial Deviation” of Annual Plans from the 5-Year Plan and “Significant Amendment or Modification” of the Annual Plan will consider the following to be significant amendment or modifications:

- Changes to rent or admissions policies or organization of the waiting list
- Additions of non-emergency work items (items not included in the current Annual Statement or 5-Year Plan) or change in use of replacement reserve funds under the Capital Fund
- Additions of new activities not included in the current Plan
- Any change with regard to demolition or disposition, designation, homeownership programs, or conversation activities.

As part of the Rental Assistance Demonstration (RAD), the Hagerstown Housing Authority is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance;
- Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- Changes to the financing structure for each approved RAD conversion.

Statement of Substantial Deviation and Significant Amendment or Modification

Any substantial deviation or significant amendment is subject to the following requirements:

- The PHA must consult with the Resident Advisory Board (RAB) as defined in 24 CFR 903.13
- The PHA must ensure consistency with the Consolidated Plan of the jurisdiction (s) as defined in 24 CFR 903.15 and
- The PHA must provide for a review of the amendments/modifications by the public during a 45-day public review period as defined in 24 CFR 903.17

- The PHA may not adopt the amendment or modification until the PHA has duly called a meeting of its' Board of Commissioners. This meeting, at which the amendment or modification is adopted, must be open to the public.
- The PHA may not implement the amendment or modification until notification of the amendment or modification is provided to HUD and approved by HUD in accordance with HUD's plan review procedures as detailed in 24 CFR 903.23

Board Resolution

- 20-18. The Board of Commissioners of the Housing Authority of the City of Hagerstown, approved the revisions of the Administrative Plan Waitlist for Voluntary Supportive Services, as mandated by the Department of Housing and Community Development (DHCD) and the Federal Home Loan Bank (FHLB) for McCleary Hill Phase I
- 20-35 The Board of Commissioners of the Housing Authority of the City of Hagerstown MD approved to modify the Admin Plan and include FYI-TPV vouchers
- 21-01 With no public comment received, the Board of Commissioners of the City of Hagerstown, Maryland approved the 2021 Housing Choice Voucher Program, and the Public Housing Utility Allowances at the Housing Authority effective December 1, 2020 as presented by management
- 21-07 The Board of Commissioners of the City of Hagerstown, Maryland approved to post for public comment, managements revision to the Fair Market Rent Payment Standards effective January 1, 2021
- 21-08 The Board of Commissioners of the City of Hagerstown, Maryland approved the Flat Rents based on 80% of the Fair Market Rent as published in the October 1, 2020 *Federal Register*
- 21-09 The Board of Commissioners of the City of Hagerstown, Maryland approved to enact the HOTMA CFR/Vol.81, no. 205/Section 107, wherein, a Public Housing Authority is allowed to continue to use the higher payment standards for the family's subsidy calculations, for as long as the family continues to receive voucher assistance in that unit
- 21-10 The Board of Commissioners of the City of Hagerstown, Maryland approved the funding source revisions of Capital Funds to the McCleary Hill Phase II development, from the amount of \$120,306 to the amount of \$192,818, as presented by management
- 21-13 The Board of Commissioners of the City of Hagerstown, Maryland approved the Execution of all documents necessary for the closing of McCleary Hill Phase II.
- 21-14 The Board of Commissioners of the Hagerstown Housing Authority approved use of HUD waiver to forward the last annual *Section 8* Management Assessment Program (SEMAP) Certification as presented by management and approved by HUD under PIH Notice 2020-13, REV-1, COVID-19 Statutory and Regulatory Waivers
- 21-19 The Board of Commissioners of the Housing Authority of the City of Hagerstown, MD., approved the revised COVID-19 HUD Waivers as allowed under the Public and Indian Housing (PIH) Notice 2020- 33
- 21-21 The Board of Commissioner of the Housing Authority of the City of Hagerstown, MD, approved the Administrative Plan RAD RBV Rent Phase-In Revisions, requiring a rent-phase-in when a tenant relocating, due to the redevelopment, incurs a rent increase greater than 10% or \$25 (per month) and as provided by management, will phase-in over a three-year period, as mandated by RAD PBV regulations.

21-25 The Board of Commissioners of the Housing Authority of the City of Hagerstown MD approved the additional \$100,000 of unrestricted funds for predevelopment obligation for Martin Heights.

Hope VI.

The Housing Authority of the City of Hagerstown, Maryland has not applied for HOPE VI funding

Mixed Finance Modernization or Development

As has been outlined in previous Annual Plans, the Authority has a need to tear down and rebuild Noland Village (MD006000003). This property contains 250; two, three, four and five bedroom townhomes on twenty six (26) acres. It was built in the early 70's as a turnkey housing solution and not to the standards the current management would have liked. As a result, and as shown by the recent PNA, this property has many infrastructure issues that cannot be resolved with the limited amount of Capital Fund money that this property receives. Due to its current configuration and the desire for de-concentration, rehabilitation is not a feasible option.

In September of 2016, HHA received notification from HUD that 61 units from Noland Village were approved for the RAD program. In addition, HHA received notification of a multi-phase award holding the remaining 189 units by HUD for the RAD Program. HHA then applied for competitive 9% tax credits with the state of Maryland to help fund the redevelopment of the first 61 units at an offsite location. In April of 2017 HHA received notification from the state that we were successful. HHA and our partners will continue to work diligently until all 250 units at Noland Village have been redeveloped. Construction began on Phase I (61 units) August 2019. and full occupancy is expected to occur in April of 2021. Phase II has been approved for 9% LIHTC funding and will include an additional 70 units from Noland Village. Phase II settlement occurred in December of 2020 and we anticipate occupancy beginning in January of 2021. A twin application (9% and 4% tax credits) was submitted in the Fall of 2020 for the remaining 116 units (250 original units – 64 Phase I (3 units Dispo) - 70 Phase II Units) The application was unsuccessful, and we are currently exploring the use of bonds to complete the development of the remaining 116 units. . Our plan is to create a less concentrated mixed income community using Project Based Vouchers, Tax Credit, Market Rate, and Homeownership if funding allows.

Hagerstown Housing Authority

5-Year Agency Plan Goals

PHA Fiscal Years 2020 - 2024

I. Invest in staff training and education, employee development, and management tools to improve agency operations, foster innovation and leadership

- Identify opportunities for streamlining and clarification.
- Prepare staff training and development plan for each position.
- Develop a session plan for retiring senior staff

NAHRO- 11.09.2020 Workshop for Executive Directors

National Housing Law Projects- 12.16.2020 Housing Rights of Domestic Violence Survivors During & After COVID-19

Society of Human Resource Management October 2020- Virtual 3-day HR Conference

Maryland Chamber of Commerce November 2020 - Inclusive Economic and Workforce Development Webinar

II. Ensure Equal Opportunity and Affirmatively Further Fair Housing

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, sexual orientation, gender identity, marital status and disability.
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, sexual orientation, gender identity, marital status and disability.

III. Utilize our current community partners to assist in the development of an Envision Center Demonstration

IV.. Enhance Rental Assistance - Streamline Operations

- Waitlist
 - Centralize Waitlist to eradicate need for multiple Waitlist Administrators.
- Market Rate units
 - Obtain market rate units that help provide alternate housing options for waitlist applicants
 - Establish relationship with sister agencies to assist in housing those with alternate needs
- Redevelopment
 - Noland Village
 - Complete and occupy McCleary Hill Phase I

- Complete and occupy McCleary Hill Phase II
 - Investigate redevelopment opportunities for Noland Village redevelopment Phases III & IV
- Applicant Screening Processes
 - Review and refine applicant screening systems

V. Use technology to improve client service, be more efficient, and promote Housing Authority programs

- Utilize software and other technology to allow residents more options to interact with the agency via the internet and mobile devices.
 - Implement Yardi Document Management software to employ paperless processing and archiving in our current Housing Management Software.
 - Ensure the Authority remains current with technology to improve operations if financially possible.
 - Implement the barcoding of inventory and fixed assets for better tracking of agency assets.
 - Continually update IT policies and procedures to ensure the confidentiality, integrity, and accuracy of the Housing Authority's data.
 - Implement cloud and mobile devices and software to provide the agency with more flexibility and mobility to accomplish our mission.
 - Consolidate the number of hardware devices utilized by HHA to increase efficiency, provide better data security and reduce cost.
 - Establish Electronic Intake system
 - Establish Electronic Annual and Interim recertification system
 - Develop method for obtaining tenant photos and attaching to electronic tenant files
1. Streamline Phone Systems
 - a. Streamline Housing Authority Administrative Phone Systems to better serve customers
 - b. Streamline Gateway Crossing Phone Systems to better serve customers
 2. Security Cameras – Gateway Crossing
 - a. Upgrade security cameras at Elgin Station
 - b. Install security cameras at Gateway Crossing maintenance

VI. Promote the safety and peaceful enjoyment of residents by assuring that residents are in compliance with the lease obligations that 1) prohibit criminal activity, 2) relate to peaceful living in a community environment, and 3) prohibit unauthorized residents.

- After an initiating event, meet with the affected resident to allow explanation and to reiterate lease obligations.
- Communicate with other Departments regarding residents who may be in violation.
- Utilize the imaging system to collect and organize documentation for the resident's case file.
- Present resident cases to the in-house committee responsible for determining whether a resident will receive an eviction notice.
- Assist and participate in the administrative eviction process; i.e., in-house and court hearings, etc.

VII. Maintain the Authority owned and managed properties and buildings in good repair and appearance to attract potential resident to the Community insuring 100% occupancy.

- AMP 1: Parkside Homes, Frederick Manor, Douglass Court, Scattered Sites, 6-009 and 6-010
 - Exterior aluminum siding, caulking and painting at Scattered Sites, 6-009 and 6-010
 - **Roof replacement at Scattered Sites, 6-009 and 6-010**
 - Investigate kitchen upgrades at Scattered Sites, 6-009 and 6-010
 - Furnace upgrades, as needed at Parkside Homes, Frederick Manor and Douglass Court
 - Furnace upgrades at Scattered Sites 6-009 and 6-010 by Weather Program
 - Interior LED lighting upgrades at Parkside Homes and Douglass Court
 - Investigate domestic water line upgrades (in and/or connected to units) at Douglass Court
 - Common areas community buildings upgrades as needed at Parkside and Douglass Court
 - Exterior entry doors at Scattered Sites 6-010
 - Investigate exterior fences, grounds, concrete walks, signage and mailboxes at Parkside Homes
 - Investigate sanitary system, electric branch panels, wiring, gas meters, interior stairs, walls, ceilings and doors at Parkside Homes
- AMP 2: Walnut Towers
 - **Explore Updating Apartment Security Access and adding Deadbolts**
 - Elevator upgrades at Walnut Towers and continue
 - Investigate Solar – (Is the solar system safe to use? Safe to remove?)
 - Roof replacement at 'A' & 'B' Building
- AMP 3: Noland Village
 - Roof upgrades, as needed at Noland Village
 - Investigate and upgrade, if possible
 - Parking lots, signage, storage sheds, grounds, sidewalk upgrades
 - Replacement windows, patios, porches, sliding glass doors

- Caulking, painting, exterior lighting upgrade (LED)
 - Kitchen and Bathroom upgrades
 - Interior LED lighting upgrade
 - VCT & Base upgrades
 - Upgrade common areas, as needed
- AMP 4: Potomac Towers (North and South)
 - Continue elevator upgrades
 - Trash compactor upgrades
 - Switch gear, electrical and lighting equipment upgrades at PTS
 - Common areas furniture and artwork upgrades
 - Kitchen, bathroom, VCT & base and interior lighting upgrades at PTN and PTS
- Gateway Crossing – Phase I, II, III & IV
 - Window upgrades at all phases
 - Storage room door trim upgrade at all phases
 - Blinds, carpet and exterior painting at Phase IV units
 - Carpet, VCT upgrade at Phases I, II, & III
 - Furnaces and water heaters as needed
- C. Williams Brooks Building
 - Miscellaneous improvements as needed
- All AMPS including Gateway Crossing and C. Williams Brooks
 - Annual miscellaneous improvements including site furniture, asphalt sealing, concrete, landscaping and tree pruning, removal and new trees
 - Energy efficient upgrades site improvements, dwelling structures and non-dwelling structures

VII. Promote Self Sufficiency and community awareness within the Authority's Communities

Objectives:

- Apply for funding to offer additional services for residents.
- Continue FSS Program by applying for grants when available.
- Actively participate in the FSS Maryland FSS round table.
- Promote the Family Self-Sufficiency program through new move ins and post occupancy home visits.
- Promote homeownership opportunities to the residents through local banks, and programs such as Habitat for Humanity and Rural Development.

- Explore HUD's Envision Center; present the concept to the Program Coordinating Committee.
- Create relationships with local banks to development additional support, training, and resources for the residents.
- Implement HCV Homeownership Program
- Establish educational opportunities through local agencies.
- Promote all activities through a newsletter, flyers and/or Facebook event.
- Utilize the Tenant Portal and email to advise residents of upcoming events.
- Utilize text message system to advise residents of emergencies and upcoming meetings and events.

VIII. Implement the requirements of the Violence Against Women Act (VAWA)

The HHA will exercise its right to act in accordance with the Violence Against Women Act and Department of Justice Act of 2005, as amended, which prevents the removal of assistance from certain persons living in Public Housing or receiving Housing Choice Voucher assistance if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

- Protect victims of domestic violence, dating violence, sexual assault, or stalking (in addition to members of the victims' immediate families) from losing their HUD-assisted housing because of being a victim of domestic violence.
- Undertake affirmative measures to make tenants participating in the Public Housing and Housing Choice Voucher programs aware of VAWA requirements.
- Undertake affirmative measures to make owners participating in the Housing Choice Voucher program aware of VAWA requirements.

To meet this goal, the denial of assistance to an applicant or termination of assistance of a participant for criminal activity are subject to the provisions of the Violence Against Women Act of 2005, as amended, and reviewed on a case by case basis.

Please click the below link for required Certifications:

https://hagerstownhousing-my.sharepoint.com/:b:/g/personal/sbuhrman_hagerstownha_com/EWW_xli3qjZImEQSo2sKntgBMCFe2e4DDoQsgVTm8pTzZA?e=yx7zVY