



Housing Authority of New Haven

Karen DuBois-Walton, Ph.D.
President

AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
360 ORANGE STREET, NEW HAVEN, CT 06511
TUESDAY, JUNE 21, 2022 at 4:00 P.M.

<https://v.ringcentral.com/join/862116179?pw=c5c8c9b37e4b2bff4524fe13c457e0bc>

Dial:16504191505

Access Code / Meeting ID: 862 116 179#/ Password 609687#

1. Roll Call
2. Approval of the minutes from May 17, 2022
3. Bills and Communications
4. Public Comments (3 Minutes per Individual /15 Minutes per Group)
5. President's Report

ACTION ITEMS

FINANCE COMMITTEE:

1. No Action Items

P&D COMMITTEE:

2. Resolution 06-22/22-R Resolution ratifying the extension of the exclusive option agreement between the Authority d/b/a Elm City Communities ("ECC") and ECC Group II A RAD, LLC Valley Townhomes for the period commencing December 31, 2021, to December 31, 2022, for the purpose of obtaining financial closing

SERVICES COMMITTEE:

3. Resolution 06-23/22-R Resolutions ratifying, authorizing, and to the extent necessary, reauthorizing certain acts in connection with (I) the entering into of an agreement to enter into a housing assistance payment contract ("AHAP") and upon completion and compliance with applicable HUD requirements (e.g. housing quality standards), a housing assistance payment contract ("HAP") with Dixwell housing associates LLC (the "company") in connection with the Housing Authority of the City of New Haven's ("HANH") award of 20 project based vouchers at the affordable project located at 316 Dixwell Avenue, 340 Dixwell Avenue and 783 Orchard Street which is known as "340+ Dixwell" (the "project"), and (II) such other acts related, incidental, necessary and/or ancillary thereto (including consents to the company's assignment of the HAP to lenders)
4. Resolution 06-24/22; Resolution authorizing the revision of the ECC/HANH Admission and Continued Occupancy Plan (ACOP)

5. Resolution 06-25/22; Resolution authorizing the revision of the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan)
6. Resolution 06-26/22; Resolution Authorizing the Approval of MTW Annual Plan for FY 2023
7. Resolution 06-27/22-R; Resolution authorizing the Housing Authority of the City of New Haven to enter into a housing assistance payment (HAP) contract with Christian Community Action for eighteen (18) project-based units for a term of ten (10) years
8. Resolution 06-28/22R; Resolution authorizing ECC/HANH to enter into a contract with The Kelly Group for Data Warehouse and Business Intelligence Services effective July 1, 2022, through June 30, 2027, for a total amount of \$500,000.00
9. Resolution 06-29/22R; Resolution authorizing a Memorandum of Understanding with the Connecticut NAACP to partner on its One Million Jobs Campaign for the purpose of workforce development and job opportunities
10. Resolution 06-30/22R; Resolution ratifying change order #1 in the amount of \$82,802.15 and authorizing change order #2 in the amount of \$82,802.15 with Cohen's Key Shop for Key and Lock Services Agency Wide for a total contract Resolution 06-xx/22R; Resolution Approval of MTW Annual Plan for FY 2023 amount \$248,406.45 for the Period Beginning on May 25, 2021, and Ending on May 24, 2023
11. Resolution 06-31/22R; Resolution authorizing the revision of the Section 3 Administrative Guide Policy
12. Resolution 06-32/22R; Resolution ratifying the Memorandum of Agreement with Leadership, Education and Athletics in Partnership, Inc. ("LEAP") to establish a use agreement for 74 Wayfarer Street beginning June 18, 2022, and ending August 12, 2022, to house Leap, Inc. summer youth counselors providing service to ECC/HANH youth residing at Westville Manor

**2022 Graduation Celebration
Adjournment**

MINUTES
Regular Meeting of the Board of Commissioners
Housing Authority of the City of New Haven
360 Orange Street, New Haven, CT 06511
Held on Tuesday, May 17, 2022 at 4:00 p.m.

Those present included:

William Kilpatrick, Vice Chairman
Alberta Witherspoon, Commissioner
Elmo Rivera Bello, Commissioner
Danya Keene, Commissioner
Karen DuBois-Walton, Secretary
Shenae Draughn
Rolan Joni Young, McCarter & English LLP
Various staff and public attendees via RingCentral

The regular Meeting of the Board of Commissioners of the Housing Authority of New Haven was called to order at 4:02p.m.

At Roll Call, Secretary DuBois-Walton and Shenae Draughn were present in person in the boardroom. Vice Chairman Kilpatrick was present via RingCentral.

Approval of the Minutes from the April 19, 2022 Regular Meeting:

Motion to approve the minutes was moved by Commissioner Witherspoon and seconded by Vice Chairman Kilpatrick.

Bills and Communications:

Accounts Payable Processing Report totaling \$ 27,957.98 (listed on page 3), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the May 17, 2022, Board of Commissioners meeting.

Bank Book Check Register totaling \$ 2,439,115.68 (listed on page 12). This list consists of invoices that have been paid from April 1 – April 30, 2022. A. Prete Construction Company, Inc (\$ 109,538.57) for McQueeney Commercial Floor renovations; Banton Construction Company (\$36,932.20) for Wolfe building upgrades; Canon Solutions America Inc. (\$ 44,393.65) for final payment of copiers; City of New Haven (\$ 91,759.54) for LCI, Bulk Trash and Fuel & RAD III & IV outreach program; Home Services & More, LLC (\$ 54,770.05) for various sites plumbing services; Cirma (\$ 144,877) HANH workers Comp; Home Depot (\$ 40,509.93) agency-wide materials; Anthem Blue Cross/Blue Shield (\$217,754.56) for medical insurance, Dental & Vision; United Illuminating (\$ 197,498.98) for various sites; Regional Water Authority (\$ 54,559.70) for agency-wide services; Southern Connecticut Gas (\$ 69,723.55) for agency-wide gas service

The total of both registers is \$2,467,073.66

Presented by John Rafferty

Read into the record by Shenae Draughn
Accepted as stated.

Public Comments: *None*

President's Report

To: ECC/HANH Board of Commissioners

From: Karen DuBois-Walton, Ph.D., President

Date: April 19, 2022

RE: President's April 2022 Report

I. Administrative

ECC/HANH is pleased to have been selected as a finalist in the National Civic League and Campaign for Grade-Level Reading All American City competition focused on public housing authorities' work in the space of education. Our application focused on our partnership with our families and other community partners to serve our young people throughout the pandemic. Finalists compete from July 19 to July 21st (virtually) at the All-America City Awards.

On April 27th our CED team sponsored a wonderful Volunteer Appreciation Luncheon featuring our community members who give so generously of their time for TRC, RAB, food bank and other activities. Held at 122 Wilmot Road, approximately 50 residents, including Commissioner Alberta Witherspoon, were honored with lunch, gifts, certificates and more. In addition, community partners from CAHS, LEAP and the City's Elderly Services Department were on hand with relevant information. Thank you to our CED team for all you do!

This month we bring to the Board for approval the Audited Financial Statements for FY2021. Thank you to the leadership of Jack Rafferty and former Sr. VP Rainbow Lin and the entire Finance team and all operational departments who support this effort, we again bring forward a "clean" audit.

Congratulations to ECC/HANH's Executive Vice President, Shenae Draughn, who was honored by the Greater New Haven NAACP with the Leadership Award at their annual Freedom Fund Dinner. It is quite fitting that the leadership that Shenae demonstrates every day is recognized more broadly.

Planning is underway for our CT listening tour in collaboration with the Growing Together CT coalition as we focus on incentivizing equitable urban investment. Under the leadership of Open Communities Alliance, this grassroots effort is designed to hear from residents from cities throughout CT and shape a legislative ask for the 2023 Legislative Session.

We are eagerly awaiting the ribbon cutting for Mill River Crossing to be held on Tuesday May 31st at 10 am. All are welcome to celebrate this milestone achievement and to help welcome home our residents.

Time Extension Granted per Resolution #02-25/10-R

II. Finance-March 2022 YTD Financials

March 2022												
	MTW Budget	MTW Actual	Variance	NON-MTW Budget	NON-MTW Actual	Variance	ELIMS Budget	ELIMS Actual	Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	644,905	1,008,861	363,957	-	12,438	12,438	-	-	-	644,905	1,021,299	376,395
70600 HUD REVENUE	52,731,908	46,018,947	(6,712,961)	109,976	160,351	50,375	-	-	-	52,841,884	46,179,298	(6,662,586)
70000 OTHER REVENUE	29,151	615,958	586,808	9,572,424	9,303,526	(268,898)	(4,668,943)	(4,720,195)	51,252	4,932,631	5,199,289	266,658
70000 TOTAL REVENUE	53,405,963	47,643,766	(5,762,197)	9,682,399	9,476,314	(206,085)	(4,668,943)	(4,720,195)	51,252	58,419,419	52,399,886	(6,019,534)
91000 OPERATING ADMINISTRATIVE	7,195,093	6,464,651	(730,442)	3,741,580	3,175,364	(566,216)	(4,668,943)	(4,720,195)	51,252	6,267,730	4,919,820	(1,347,910)
92500 TENANTS SERVICES	126,250	86,033	(40,217)	1,150,457	833,089	(317,367)	-	-	-	1,276,707	919,122	(357,584)
93000 UTILITIES	849,917	1,215,948	(366,032)	199,265	168,859	(30,405)	-	-	-	1,049,181	1,384,807	(335,626)
94000 MAINTENANCE	1,467,382	2,505,689	(1,038,308)	296,044	233,100	(62,944)	-	-	-	1,763,425	2,738,789	(975,364)
95000 PROTECTIVE SERVICES	73,503	85,287	(11,785)	12,710	7,674	(5,036)	-	-	-	86,212	92,961	(6,749)
96000 GENERAL EXPENSE	-	-	-	141,548	150,007	(8,459)	-	-	-	141,548	150,007	(8,459)
96100 INSURANCE PREMIUMS	331,288	469,554	(138,266)	1,918	1,918	-	-	-	-	333,205	469,554	(136,349)
96200 OTHER	929,477	816,037	113,439	-	-	-	-	-	-	929,477	816,037	113,439
96800 SEVERANCE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
96900 TOTAL OPERATING EXPENSES	10,972,908	11,643,200	(670,292)	5,543,519	4,568,093	975,426	(4,668,943)	(4,720,195)	51,252	11,847,484	11,491,097	356,387
97100 EXTRAORDINARY MAINTENANCE	57,843	41,314	16,529	7,186	14,828	(7,642)	-	-	-	65,029	56,141	8,887
97200 CASUALTY LOSSES - NON CAPITALIZED	-	22,196	(22,196)	-	-	-	-	-	-	-	22,196	(22,196)
97300 HAP EXPENSE	38,006,702	31,771,453	6,235,249	150,000	-	150,000	-	-	-	38,156,702	31,771,453	6,385,249
97400 DEPRECIATION EXPENSE	1,707,950	872,382	835,568	185,222	148,793	36,429	-	-	-	1,893,172	1,021,174	871,998
90000 OTHER EXPENSES	39,772,495	32,707,344	7,065,151	342,408	163,620	178,787	-	-	-	40,114,903	32,870,965	7,243,938
TOTAL EXPENSES	50,745,403	44,350,544	6,394,859	5,885,927	4,731,713	1,154,214	(4,668,943)	(4,720,195)	51,252	51,962,387	44,362,062	7,600,325
RAD/DEV - MTW Fund Expenditures	(1,375,000)	(980,148)	(394,852)	(3,332,934)	(1,265,638)	(2,067,296)	-	-	-	(4,707,934)	(2,245,786)	(2,462,148)
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	(3,642,271)	(4,091,358)	449,088	-	-	-	(3,642,271)	(4,091,358)	449,088
10010 Operating Transfer In	1,104,508	727,681	376,827	3,332,934	1,265,638	2,067,296	-	-	-	4,437,442	1,993,318	2,444,124
10020 Operating Transfer Out	(4,437,442)	(1,993,318)	(2,444,124)	-	-	-	-	-	-	(4,437,442)	(1,993,318)	(2,444,124)
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	(2,047,374)	1,047,437	(3,094,810)	154,202	653,243	(499,041)	-	-	-	(1,893,172)	1,700,680	(3,593,851)
ADJ FOR DEPRECIATION EXPENSE	1,707,950	872,382	835,568	185,222	148,793	36,429	-	-	-	1,893,172	1,021,174	871,998
350 SURPLUS / (DEFICIT)	(339,424)	1,919,818	(2,259,242)	339,424	802,036	(462,612)	-	-	-	0	2,721,854	(2,721,853)
February 2022												
	MTW Budget	MTW Actual	Variance	NON-MTW Budget	NON-MTW Actual	Variance	ELIMS Budget	ELIMS Actual	Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	537,420	844,416	306,996	-	12,438	12,438	-	-	-	537,420	856,854	319,434
70600 HUD REVENUE	43,943,257	38,807,644	(5,135,613)	91,646	137,780	46,134	-	-	-	44,034,903	38,945,424	(5,089,479)
70000 OTHER REVENUE	24,292	455,442	431,150	7,977,020	7,777,051	(199,968)	(3,890,786)	(3,955,864)	65,078	4,110,526	4,276,629	166,103
70000 TOTAL REVENUE	44,504,970	40,107,502	(4,397,468)	8,068,666	7,927,270	(141,396)	(3,890,786)	(3,955,864)	65,078	48,682,850	44,078,907	(4,603,942)
91000 OPERATING ADMINISTRATIVE	5,995,911	5,435,214	(560,697)	3,117,983	2,592,391	(525,593)	(3,890,786)	(3,955,864)	65,078	5,223,109	4,071,740	(1,151,368)
92500 TENANTS SERVICES	105,208	81,246	(23,963)	958,714	623,354	(335,359)	-	-	-	1,063,922	740,600	(359,322)
93000 UTILITIES	708,264	921,192	(212,928)	166,054	124,575	(41,479)	-	-	-	874,318	1,045,766	(171,449)
94000 MAINTENANCE	1,222,818	1,984,815	(761,997)	246,703	184,019	(62,684)	-	-	-	1,469,521	2,168,834	(699,313)
95000 PROTECTIVE SERVICES	61,252	66,945	(5,693)	10,591	4,864	(5,727)	-	-	-	71,843	71,809	34
96000 GENERAL EXPENSE	-	-	-	117,956	123,939	(5,983)	-	-	-	117,956	123,939	(5,983)
96100 INSURANCE PREMIUMS	276,073	393,017	(116,944)	1,598	1,598	-	-	-	-	277,671	393,017	(115,346)
96200 OTHER	774,564	683,905	90,658	-	-	-	-	-	-	774,564	683,905	90,658
96800 SEVERANCE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-
96900 TOTAL OPERATING EXPENSES	9,144,090	9,566,335	(422,245)	4,619,599	3,653,141	966,458	(3,890,786)	(3,955,864)	65,078	9,872,903	9,263,612	609,292
97100 EXTRAORDINARY MAINTENANCE	48,203	40,611	7,592	5,988	14,828	(8,840)	-	-	-	54,190	55,438	(1,248)
97200 CASUALTY LOSSES - NON CAPITALIZED	-	-	-	-	-	-	-	-	-	-	-	-
97300 HAP EXPENSE	31,672,252	26,382,911	5,289,341	125,000	2,324	122,676	-	-	-	31,797,252	26,385,235	5,412,017
97400 DEPRECIATION EXPENSE	1,423,292	725,711	697,581	154,352	125,268	29,084	-	-	-	1,577,643	850,978	726,665
90000 OTHER EXPENSES	33,143,746	27,149,232	5,994,514	285,340	142,420	142,920	-	-	-	33,429,086	27,291,652	6,137,434
TOTAL EXPENSES	42,287,836	36,715,567	5,572,269	4,904,939	3,795,561	1,109,378	(3,890,786)	(3,955,864)	65,078	43,301,989	36,555,264	6,746,725
RAD/DEV - MTW Fund Expenditures	(1,145,833)	(978,253)	(167,581)	(2,777,445)	(1,129,448)	(1,647,997)	-	-	-	(3,923,278)	(2,107,701)	(1,815,577)
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	(3,035,225)	(3,411,551)	376,325	-	-	-	(3,035,225)	(3,411,551)	376,325
10010 Operating Transfer In	920,423	647,270	273,153	2,777,445	1,129,448	1,647,997	-	-	-	3,697,868	1,776,718	1,921,150
10020 Operating Transfer Out	(3,697,868)	(1,776,718)	(1,921,150)	-	-	-	-	-	-	(3,697,868)	(1,776,718)	(1,921,150)
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	(1,706,145)	1,284,234	(2,990,379)	128,502	720,158	(591,656)	-	-	-	(1,577,643)	2,004,392	(3,582,035)
ADJ FOR DEPRECIATION EXPENSE	1,423,292	725,711	697,581	154,352	125,268	29,084	-	-	-	1,577,643	850,978	726,665
350 SURPLUS / (DEFICIT)	(282,853)	2,009,944	(2,292,797)	282,853	845,426	(562,573)	-	-	-	0	2,855,370	(2,855,370)

III. Operations

A. Vacancy Rate

HANH's current occupancy rate for the month for April 2022 is 94%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

B. Rent Collection

Rent Collection – HANH's rent collection for the year to date ending the month of April 2022 is 53.41%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half,

however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

Total Collected

	CY 2021	CY 2022	Variance
January	75.69%	65.57%	-10.12
February	76.19%	65.59%	-10.6
March	80.67%	63.10%	-17.57
April	83.27%	53.41%	-29.86%
May	82.07%		
June	73.96%		
July	75.22%		
August	68.87%		
September	72.80%		
October	71.75%		
November	70.47%		
December	62.56%		
Average	78.07%	61.91%	

Community and Economic Development (CED) Monthly Report

In recognition of National Volunteer Month, the CED department acknowledged ECC/HANH resident volunteers to recognizing the importance of volunteering and honoring the significant contributions they make.

The event honored **45 resident volunteers** who generously donate their time to worthy causes at our developments, including the Food Bank, Tenant Resident Council, Resident Advisory Board and Community Outreach.

CARES Program Highlights

- 3 graduates
 - 1 purchased home
 - 2 will staying in unit while seeking homes to purchase

CARES Resident Highlights

C. O: Works full time for Mary Wade and recently promoted. Adult daughter works as a full-time teacher’s assistance in New Britain Early Childhood/special needs program and works PT (weekends as a C.N.A). Ms. O and her daughter were pre-approved for a mortgage loan; however has put in many offers and all were outbid so she has decided to wait for the market to shift. Ms. O is scheduled to graduate with her GED in June 2022. She is excited to be able to graduate with her GED as this was something she struggled with for many years to accomplish. She is utilizing the online schooling in Spanish with NH Adult Education program. She will continue to live in her current unit pay fair rental until she finds a home for her and family. She saved with her daughter a total of \$ 13,000.00. REEF Account: \$ 8,184.00.

T. S: Works FT as a paraprofessional for ACES. She also works PT for Family Cares center as a C.N.A. Her end goal is to purchase a home in down south and has decided to stay in her unit at this time. She has a personal savings of \$5,200 and her credit score is currently at 620. She has taken the NHS 8 hr homebuyer seminar and participated in several ECC/HANH workshops. REEF account: \$12,802.00

D. P: Works full time at Yale Hospital and PT at Walmart. Ms. P closed on her home in Waterbury on April 8th. During her time in the CARES program, she was able to save close to \$9,000 and increase her credit score. She also participated in several ECC/HANH workshops and the NHS 8-hr homebuyer seminar.

FSS Highlights

FSS Program Highlights

ECC partnered with CAHS to host a community Pop-Up Event with **45** families in attendance. Event provided free on-site tax return services and CED was on hand to discuss resources, programs and services offered by ECC/HANH

Of the residents who had their taxes done on site

- Total refund amount: \$14,145
 - Total saved in tax prep fees: \$3,600
 - Total Earned Income Credit calculated: \$716
 - Total Child Tax Credit calculated: \$1,500
-
- Total of 11 new families signed contracts and enrolled in the FSS programs

FSS Resident Highlights:

- **J. S** – Liberty Bank has pre-qualified him for a loan of 245k at a 5% interest rate instead of 264k @ 2.85% and he is currently shopping for a home to buy.
- **W. M** – She receives SSI and has worked on maintaining suitable employment since 2020 as an independent contractor. She has managed to save 5k to date as she wishes to pursue homeownership.
- **T. P** – She has been working hard on repairing her credit and reports her credit score has increased by 45 points from 517 to 562.
- **A. S**– She has been given the green light to move forward with communicating with a lender and pursue her homeownership goal. She meets the employment goal, and her annual gross wages are \$36,142, she has saved over \$4,800 and has a credit score of 738. She has communicated w/ Polly of Liberty Bank and is currently working w/ a Sales Associate from William Raveis.
- **A. M** – She has been given the green light to move forward with communicating with a lender and pursue her homeownership goal. She meets the employment goal, and she has saved over \$4,700 and has a credit score of 702. She has communicated Liberty Bank

and has been advised that she would pre-qualify for 145K. An anticipated HAP estimate will be prepared to send to Polly Curtin w/ anticipated HAP figures which may possibly assist Amanda with increasing the pre-qualification amount. She has been advised to request an extension to her CARES contract which expires 8/31/22.

- **K. A** – Resident has secured full-time employment as an LPN after having passed her board certification successfully. She is now working towards meeting the employment compliance criteria of working on a full-time basis for 12 consecutive months so that she can move forward with her homeownership goal. She has saved \$4,572 to date.

ECC Believes Highlights

- Hosted a Career Prep workshop offered to our youth residents to get in gear for summer employment. During this workshop, youth participated in three different activities including The Human Knot, Dreams and Brand Evaluation. Skills were developed in teamwork, working in diverse environments, The focus of the event included displaying professionalism, interpersonal communication, work ethic, Integrity, responsibility, & accountability, problem solving & critical thinking and time management. As a result of this workshop, students will be able to identify and demonstrate key employability skills desired by employers.
- Participated in the New Haven Public Schools career fair where we outreached to recruit our Teacher in Residence position. We were successful and met several potential candidates who will plan to attend our info session in May.
- Sponsored 10 ECC/HANH youth to join the Pop Smith Little League and celebrated with families on their Opening Day.
- Submitted a total of 22 applications for the City of New Haven Youth at Work Program.

Planning and Modernization

Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020

HUD Housing Related Hazards 2020

- P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold will be addressed in conjunction with Lead abatement projects as well as separately. Planning for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun.

HUD Lead Grant 2017

- On January 16, 2018, HUD issued a NOFA for competitive grant applications under its Lead-Based Paint Capital Fund Program to identify and eliminate lead-based paint hazards in public housing. HUD announced 20 awards nation-wide on September 5, 2018. ECC/HANH received \$986,260; the amount requested, with a \$1,000,000 cap. The identified properties were McConaughy Terrace, Essex Townhouses, and multiple Scattered Site East and Scattered Sites West properties. Properties will be remediated, abated or encapsulated, as recommended by the selected Design team. The grant funds have been used to inspect and test ECC's portfolio properties which were built before 1978, the date when lead was no longer used in residential house paint. Project encompassing abatement in 299 units of housing.
 - 1st Solicitation: November 25, 2019, P&M has been in communication with the CTDPH and NHDPH and the HUD Field Office, Office of Healthy Homes and HUD National office on our progress, as per requirement of the Grant and HUD and State of Connecticut and Local Regulations. Only one (1) bid came in and it was not deemed responsive.
 - 2nd Solicitation: P&M revised a Request for Proposals for Indefinite Quantities Hazmat Contractors to enable ECC to address the required abatement which was to go to the July Board meeting. This solicitation resulted in 2 proposals which were deemed nonresponsive.
 - 3rd Approach: P&M repackaged the work in 9 smaller solicitation packages to obtain better responses. P&M met with our Procurement Director and the HUD Lead team in Washington, and they agree with this approach.
 - Interim Controls: In the interim, P&M and Operations departments are continuing to perform HUD Guidelines-recommended interim control measures to temporarily remove lead hazards until Lead abatement contractors are on board. Regulation required testing after Interim Controls is being performed. We are proceeding according to our prioritization algorithm to address the units with greatest need (children under 6 years, and a lead finding). Due to the COVID, we had to restrict our scheduled Interim Control Measures to exterior work, only, so as not to expose residents to workers within their homes. We will return to the interior prioritization list as soon as it is deemed safe to do so, or we will perform the full abatement.
- Groups 1 & 2 contracts for Scattered Sites West properties, awarded. Group 1 construction completed, and in closeout, and Group 2 is substantially complete.
- Group 3 solicited 2 times. Contract awarded; Bid protest, contract pulled; Contract extended after protest resolved. Notice to proceed September 1, 2021. Base abatement work completed; contract extended to accommodate long lead times on special order materials and is substantially complete.
- Group 4 and Group 5, insufficient competition for award; Re-solicited as part of the HUD Grant 2020 redesign.
- Group 6, McConaughy, will be reworked for Interim Control Measures. Abatement will be conducted in conjunction with the Glendower Re-Development project.

- Groups 7 was put out for quotes, February 2021 and did not receive responsive quotes, then was resolicited as part of the HUD Grant 2020 redesign.
- Group 9, Essex, Contract awarded; work complete and closed out.
- Group 8 was included in the HUD Grant 2020 redesign.
- Given the new funding through HUD Lead Grant 2020, Planning & Modernization is reworking the abatement design in the above-mentioned Lead properties to include in some location's removal of the lead instead of encapsulation, which will be the difference between Lead Safe and Lead Free in many units. This grant will also fund the re-siding of all but seven of the Scattered Site East and West Lead properties. We are very fortunate to have the funding to make our Scattered Sites homes even safer.
- P&M hosted pre-solicitation informational sessions to increase interest in the work, have contacted many contractors by email and by telephone to raise awareness. Solicitation packages were staggered to allow time for smaller contractors to have time to respond. We brought the scopes down in size to attract more response from contractors. We are dividing the new design groupings into three (3) small and one (1) larger group, again, to attract smaller potentially MBE/WBE or Section 3 businesses and will hold another informational session.

HUD Lead Grant 2020

- P&M responded to a NOFA for an additional **\$3,700,000** (Cap of \$4M) in Lead Abatement funds to heal the gap in funding from the original grant, and to be able to approach the abatement by removal of the lead as opposed to encapsulation, in many units. On May 11, 2021, HUD announced lead grant awards. ECC/HANH received the full **\$3,700,000** requested. This funding will permit replacement or encapsulation of degraded Lead based paint siding on multiple scattered site homes and the replacement of lead painted windows and interior construction components, making our homes healthier for families. Removal instead of encapsulation will permanently remove the Lead risk. P&M selected an architect and environmental consultant. Exterior and Interior property inspections were completed in October 2021. Design development drawings are underway, prioritizing units with children under 6 and units with higher lead content. Quarterly update submitted to HUD 2/10/2022. There are four (4) groupings planned which include all the remaining Lead units not in receipt of a CHAP for RAD conversion:
 - Group A: 1 property, requiring coordination with SHPO (historic preservation)
 - Group B: 3 properties of high priority on the Amalgamated prioritization chart
 - Group C: 4 properties of high priority on the Amalgamated prioritization chart
 - Group D: All remaining properties of lesser priority on the Amalgamated prioritization chart. These properties include Single Family, 2-Family, and 3-Family Homes in the Scattered Site East and Scattered Site West AMPS.

Timing: Groups B and C will be out to bid in May, followed by Group A, end of June.

CFP Tasks

P&M Projects 2020-2022

- **Scattered Sites: Heating and Gas Conversion:** Contract Documents completed. Contract out to bid in September 2019, yielded only one bid, 40% over cost estimate. Re-procurement yielded responsive bid approved by the Board. Construction started April 15, 2021, and original Scope of Work is, 100% complete. Related change order work completed with environmental testing. Final payment and closed out; Reimbursement to the tenants for oil in existing tanks has been completed.
- **Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement:** ECC rescinded previously awarded contract due to COVID considerations. Project was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1 vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is on site. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2 was re-bid, again for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April, now pending finalization of contract through procurement.
- **Robert T. Wolfe Renovations:** A team of architects, engineers, environmental consultants, Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry are proceeding. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys completed. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8th and 7th floors in February 2022 and has progressed through the 4th floor. Additional life health and safety items have been identified and are being addressed concurrently.
- **McConaughy Terrace:** Sanitary and Storm Sewer Improvements; Two (2) bids were received, and the contract was awarded to the lowest responsible bidder. Construction started August 2020, replacing sanitary and storm sewers in sequence; delayed start due to COVID planning for safety of the community.

Construction proceeded on schedule, however due to discovery and removal of contaminated soils, a wintertime extension has been given. Additional soil disposal costs and general conditions cost were brought to the BOC. Substantial completion was reached 5/19/2021, with only minor punch list items remaining. This project has replaced all of the damaged and failing storm and sanitary sewer lines which were 70 years old, vastly improving health and safety for the 198 families and 3 communal areas at McConaughy Terrace. Project is closed out.

- **Physical Needs Assessments:** P&M solicited the services of architects and engineers to provide Physical Needs Assessments (PNAs) and Capital Needs Assessments for RAD which are recommended for planning capital and development projects. Procurement scheduled virtual interviews with both respondents. A contractor was selected and approved by the BOC, June 2021. All site inspections for the original scope have been completed. Draft reports have been reviewed and finalized. These include individual Replacement Reserves for each of the Scattered Site properties, which is a new and more practical approach. Resident youth was hired as part of the consultants' Section 3 commitment to assist on the project.
- **Essex Envelope and Site Fencing:** Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation is proceeding for June 2022, completion.
- **Essex Envelope and Bathroom and Flooring Upgrades:** This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site will begin end of August, when all long lead-time materials are on site.
- **ECC Design Standard Specifications:** P&M has updated the standard design and construction specifications in a comprehensive manner, soliciting input from the Glendower Group, Operations and 360 Management, to create a practical document for in-house and Consultant use. Project is completed.
- **425B Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 425B Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted, and monies will be available for a portion of the repairs. Construction is complete, including change order work completed due to Fire Marshal request, and damage subsequent to design. Pending City sign off.

- **IQC Vacancy Contractor:** P&M and Operations working together to support vacant unit upgrade needs through management of 2 IQC painting and clean out contracts, one for high rise units and one for units with residential rates. Current contracts expired; Operation solicited quotes for new contracts which will be managed by Operations with Operations funding.
- **295 Wilmot Road—West Rock Community Center:** Structural Engineering study and cost estimate solicited to support Operations. Two areas identified requiring structural shoring. Shoring quotes solicited, with only 1 quote significantly above the independent cost estimate, and therefore, not accepted. Quotes were solicited for the shoring between Buildings 1&2 and a contract has been awarded. As of 3/7/2022, the shoring in the warehouse area has been completed. The Building is in use.
- **McQueeney Plaza Repair & Upgrades:** A reworking of the plaza at 360 Orange Street has expanded the brick plaza emphasizing and enhancing the entry to the 360 Management client office. In-house design: construction completed, and project closed out.

The Glendower Group

- **Farnam Courts Phase II**
 - For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases – 4% and 9%.
 - Glendower Farnam Courts 4%, LLC (closest to Farnam 1), will consist of 45 units and Glendower Farnam Courts 9%, LLC will consist of 66 units including 52 affordable, a community building, and a park.
 - 100% drawing completed on January 24, 2020.
 - Haynes Construction has been selected to be the General Contractor for Phase II.
- **Farnam Courts Phase II 4%**
 - Successfully closed on July 7, 2020.
 - Notice to proceed issued to begin work on July 13, 2020.
 - Construction completed and keys turned over on 10/13/21.
 - Closeout process ongoing. Waiting on Environmental closeout reports, draft cost cert. and updated O&M Manuals with survey.
- **Farnam Courts Phase II 9%**
 - Successfully closed on December 17, 2020
 - Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
 - Demolition of former Farnam buildings completed.
 - Phase 2b construction is ongoing and on schedule for 100% substantial completion in May 2022.
 - HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing

across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.

▪ **Westville Manor**

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 occurred on June 20, 2019.
- The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
- The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
- It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.
- The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
- It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.
- Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022.
- Anticipated closing in 3rd quarter of 2023.

▪ **RAD Portfolio Award**

- The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
 - **Group I: Motley, Bush, Harvey and Newhall Garden**
 - Development completed and leased.
 - **Group IIA: Waverly and Stanley Justice and Fulton Park**
 - Development completed and leased.
 - **Group IIB: Valley Townhomes**
 - Submitted financing template to the Resource desk on November 2, 2021
 - HUD concept call completed on October 7, 2021.
 - Closing anticipated to be the August 1, 2022.
 - **Group III: McQueeney, and Celentano**
 - Closed February 27, 2020.

- Construction began on March 9, 2020.
- Construction activities are **COVID delay of 8 weeks**. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
- Final completion for McQueeney October 31, 2021
- Final completion for Celentano October 31, 2021
- Conversion to permanent financing anticipated to be completed by June 1, 2022.
- **Group IV: Ruoppolo and Fairmont,**
 - Closed on March 11, 2021.
 - Construction began March 15, 2021
 - Final completion for Fairmont Heights May 31, 2022
 - Final completion for Ruoppolo Manor May 31, 2022.
 - Glendower is working on adding elevator code upgrades to Fairmont scope.
- **McConaughy Terrace**
 - For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.
 - Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
 - 90% drawing completed on October 31, 2021, for the 9% phase.
 - LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.
- **McConaughy Terrace 4%**
 - Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
 - Closing anticipated to be on the 4th quarter of 2022.
- **McConaughy Terrace 9%**
 - Submitted a LIHTC application to CHFA on November 12, 2020.
 - Application was awarded under the 2020 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
 - Closing anticipated to be on the 4th quarter of 2022.
- **Scattered Sites**
 - Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnipiac Ave, 1368 Quinnipiac Ave, 1370 Quinnipiac Ave, 1376 Quinnipiac Ave, 1378 Quinnipiac Ave, 1381 Quinnipiac Ave, and 1435 Quinnipiac Ave.
 - Submitted a 9% LIHTC application on January 12, 2022.
 - Anticipated closing in 3rd quarter of 2023.

ELM CITY COMMUNITIES
Housing Authority of The City of New Haven
RESOLUTION #05-12/22-R

**RESOLUTION AUTHORIZING THE WRITE-OFF OF FORMER TENANT ACCOUNTS
RECEIVABLE (TAR) FOR THE LOW-INCOME PUBLIC HOUSING (LIPH) PROGRAM FOR
THE PERIOD ENDING 03/31/2022 IN THE AMOUNT OF \$16,032.27**

WHEREAS, ECC/HANH's is responsible for the management and operation of all projects under the Federal Consolidate Program; and

WHEREAS, in the course of such operation, certain tenants of these developments discontinue occupancy leaving outstanding balances for rents and other charges with the Authority; and

WHEREAS, efforts were made to collect all outstanding balances while tenants remain in possession; and

WHEREAS, ECC/HANH has previously contracted with Collection Company of America during FY 2009 to pursue collection of outstanding balances, but effects proved to be unsuccessful; and

WHEREAS, ECC/HANH is currently carrying \$16,032.27 balance for 7 vacated tenants through March 31, 2022; and

WHEREAS, while ECC/HANH will remove the balances from ECC/HANH's Financial Reporting systems, the obligations of these former tenants will remain in the Low-Income Housing System for possible future collections; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. The write-off for financial reporting purposes of all former tenant's accounts receivable balances accrued through March 31, 2022 for LIPH program in the amount of \$16,032.27 is hereby authorized.
2. The President be and is hereby authorized, empowered, and directed to take any and all such action ancillary, related and/or necessary action to fulfill the foregoing purposes and the purposes of this resolution.
3. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton, Ph.D.
Secretary/President.

Date

REVIEWED:

MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

Rolan Joni Young, Esq.
A Senior Partner

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by all

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

RESOLUTION NUMBER 05-13/22-R

**Approving the FY 2021 Audited Consolidated Financial Statements for
The Housing Authority of the City of New Haven, D/B/A Elm City Communities.**

WHEREAS, Marcum LLP completed the audit of the Consolidated Financial Statements for The Housing Authority of the City of New Haven (HANH) in accordance with GAAP (Generally Accepted Accounting Principles); and

WHEREAS, the Consolidated Financial Statements have an Unmodified (i.e. clean) Opinion for HANH and its component units (the Glendower Group, Inc. and 360 Management Group, Co.); and

WHEREAS, the Board of Directors hereby approves and accepts the FYE September 30, 2021 Audited Consolidated Financial Statements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, THAT:

1. The President/Executive Director is hereby authorized and empowered to accept the FYE September 30, 2021 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities, as set forth in this Resolution and to take any and all steps necessary to effectuate the purposes of this Resolution.
2. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, May 17, 2022.

Karen DuBois-Walton, Ph.D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Statement of Financial Position	FY 2021	FY 2020
HANH:		
Total HANH Assets	391,853,237	364,505,531
Total HANH Liabilities	(10,375,877)	(12,431,284)
Total HANH Net Position	<u>381,477,360</u>	<u>352,074,247</u>
Component Units:		
Total Glendower Assets	341,134,223	282,531,708
Total Glendower Liabilities	(275,122,721)	(218,062,525)
Total Glendower Net Position	<u>66,011,502</u>	<u>64,469,183</u>
Total 360 Management Assets	402,799	565,280
Total 360 Management Liabilities	(2,441,711)	(2,050,254)
Total 360 Management Net Position	<u>(2,038,912)</u>	<u>(1,484,974)</u>
Statement of Revenues and Expenses	FY 2021	FY 2020
HANH:		
Total HANH Revenues	120,744,714	127,752,622
Total HANH Expenses	(91,341,601)	(93,102,101)
Change in HANH Net Position	29,403,113	34,650,521
Net Position - Beginning of Year	352,074,247	317,423,726
Net Position - End of Year	<u>381,477,360</u>	<u>352,074,247</u>
Component Units:		
Total Glendower Revenues	17,894,899	14,827,408
Total Glendower Expenses	(29,687,333)	(22,288,661)
Change in Glendower Net Assets	(11,792,434)	(7,461,253)
LLC's Equity Transactions	13,334,753	14,430,623
Glendower Net Assets - Beg of Yr	64,469,183	57,499,813
Glendower Net Assets - End of Yr	<u>66,011,502</u>	<u>64,469,183</u>
Total 360 Management Revenues	2,672,023	2,048,573
Total 360 Management Expenses	(3,225,961)	(2,680,517)
Change in 360 Management Net Deficit	(553,938)	(631,944)
360 Management Net Deficit - Beg of Yr	(1,484,974)	(853,030)
360 Management Net Deficit - End of Yr	<u>(2,038,912)</u>	<u>(1,484,974)</u>

Glendower reflects the consolidated financial statements for the accounts of Glendower, its wholly owned subsidiaries, and Glendower as the managing members of 13 affordable housing sites for FY 2021.

360 Management began its own financial reports in FY 2018; all revenues and expenses functionally related to the Corporation's management of affordable housing programs were reported separately under Glendower in FY 2018. Since then, 360 Management has its own independent audit beginning in FY 2019.

Accompanying this resolution is a draft copy of the Audit Report, which includes the Management Discussion & Analysis and Summary of Activities and the Financial Data Schedule (FDS), which is the structured financial results by business grouping required for submission to HUD.

Fiscal Impact: \$0.00

Staff: John Rafferty, Sr. VP of Finance, I.T. & Administration

Auditor: Andrew Ramus provided a high-level Summary of Elm City's Financial Audit

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by all

Recommend that the Board of Commissioners adopt
Resolution Number 05-14/22-R

TIMING: Immediately

DISCUSSION: ECC/HANH received notification from HUD May 12, 2022, of its Fiscal Year 2022 Capital Fund Program (CFP) formula amount. HUD requires submission of a 5-Year Action Plan and Annual Statement/Budget through its EPIC computer portal to receive these funds.

HUD allocates its capital funds on a formula basis. The work items for ECC/HANH's Capital Funds are included in yearly Moving to Work Plans. ECC/HANH's 2022 CFP allocation is \$2,718,137. As ECC/HANH continues to convert developments from public housing to project based Section 8 housing under the Rental Assistance Demonstration Program (RAD), the CFP formula is expected to decrease.

ECC/HANH's 2021 CFP allocation was \$3,281,648.

ECC/HANH is requesting Board of Commissioners authorization to accept the CFP 2022 funds and authorization of the actions of the President/Executive Director to execute, submit to HUD and revise when necessary, any required forms and supporting documents for CFP 2022, including those annual plans and five-year plans submitted through HUD's EPIC portal, and expend the authorized funds.

FISCAL IMPACT: 2022 CFP formula amount is \$2,718,137

STAFF: Hannah Sokal-Holmes, VP Planning & Modernization

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Rivera second. Unanimous by all

ELM CITY COMMUNITIES

Housing Authority of the City of New Haven

RESOLUTION #05-15/22-R

RESOLUTION AUTHORIZING ECC/HANH'S ACCEPTANCE OF CAPITAL FUND PROGRAM (CFP) 2022 FUNDS IN THE AMOUNT OF \$2,718,137

WHEREAS, ECC/HANH received notification from HUD May 12, 2022 of its Fiscal Year 2022 Capital Fund Program (CFP) formula amount; and

WHEREAS, HUD requires submission of a 5-Year Action Plan and Annual Statement/Budget through its EPIC computer portal to receive these funds; and

WHEREAS, ECC/HANH's 2022 CFP allocation is \$2,718,137; and

WHEREAS, as ECC/HANH continues to convert developments from public housing to project based Section 8 housing under the Rental Assistance Demonstration Program (RAD), the CFP formula is expected to decrease; and

WHEREAS, the CFP 2021 allocation was \$3,281,648; and

WHEREAS, the work items for this year's Capital Funds are included in ECC/HANH's Moving to Work Annual Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The Housing Authority of the City of New Haven's acceptance of CFP 2022 grant funds in the amount of \$2,718,137 is approved.
- 2) The President/Executive Director is authorized to execute, submit to HUD and revise when necessary any required forms and supporting documents for CFP 2022, including annual and five-year plans submitted through HUD's EPIC portal.
- 3) The President/Executive Director be and hereby is authorized, empowered and directed to execute and deliver any other required forms and agreements and expend the authorized funds.
- 4) The President/Executive Director be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing, including submission of subsequent budget and plan revisions/modifications.
- 5) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

STAFF: Hannah Sokal-Holmes, VP Planning & Modernization

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by all

Housing Authority of the City of New Haven

RESOLUTION NUMBER #05-16/22-R

**RESOLUTION AUTHORIZING THE DISPOSAL OF ASSETS TO THE VALLEY 2A
RAD GROUP LLC PROPERTY**

WHEREAS, ECC/HANH is converting the LIPH property known to Valley 2A RAD Group LLC; and

WHEREAS, ECC/HANH will no longer be the owner of these properties; and

WHEREAS, HANH needs to dispose of the fixed assets and inventory currently on the books at these locations; and

WHEREAS, a fixed asset inventory was performed to confirm the existence of the fixed assets at these locations; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the disposal of the attached fixed assets are approved.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
McCarter & English, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.

A Senior Partner

Staff: Gary B. Hogan, Vice President Operations
John Rafferty, Senior Vice President Finance, Administration, and IT

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution Number 05-17/22-R

RESOLUTION APPROVING THE AUTHORIZATION OF THE TELECOMMUTING POLICY

WHEREAS, Elm City Communities, HANH has established defined standards and guidelines regarding the use of the Telecommuting Policy for ECC, HANH and The Glendower Group employees; and
Recommend that the Board of Commissioners adopt Resolution Number 05-17/22-R

TIMING: Immediately

DISCUSSION: Elm City Communities, HANH has established defined standards and guidelines regarding the use of the Telecommuting Policy for ECC, HANH and The Glendower Group employees.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. ECC/HANH/GG considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with ECC/HANH/GG.

The policy provides an outline for the standards & guidelines of ECC/HANH's and The Glendower Group regarding telecommuting. Authorization to telecommute is at the full discretion of ECC/HANH/GG.

This resolution requests board ratification for approval of the Telecommuting Policy.

FISCAL IMPACT: \$0 Operating funds

STAFF: Iris M. Collazo, Vice President of Administration

ELM CITY COMMU

WHEREAS, telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek; and

WHEREAS, ECC/HANH/GG considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement; and

WHEREAS, telecommuting may be appropriate for some employees and jobs but not for others: and

WHEREAS, telecommuting is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with ECC/HANH/GG; and

WHEREAS, authorization to telecommute is at the full discretion of ECC/HANH/GG.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the ratification of the Telecommuting Policy be approved and the President be and hereby is authorized, empowered and directed to act on behalf of ECC,HANH/GG to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC, HANH/GG, the agreement contemplated hereby.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on May 17, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP

GENERAL COUNSEL

By: _____

Rolan Joni Young Smith, Esq.

A Senior Partner

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Abstention – Commissioner Rivera, approved by Commissioner Witherspoon, Keene and Chairperson Fitzpatrick

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution Number 05-18/22-R

RESOLUTION AUTHORIZING THE SUBSTANCE ABUSE POLICY

WHEREAS, Elm City Communities/HANH has established defined standards and guidelines regarding the use of the Substance Abuse Policy for ECC, HANH and The Glendower Group employees; and

WHEREAS, the safety of the Authority's (HANH/The Glendower Group) employees and equipment, as well as the safety of the general public, are of paramount concern to the Authority; and

WHEREAS, due to the nature of our work, imprecision, inaccuracy, or lack of clear thinking on the part of any employee brought about by the use or misuse of drugs, including the use of cannabis or alcohol is clearly unacceptable as it exposes employees, tenants, and guests to the risk of injury or death; and

WHEREAS, to comply with any obligations the Authority may have under the Drug-Free Workplace act of 1988, the attainment for an alcohol and drug free work force is one of the Authority's primary goals; and

WHEREAS, this policy is an important subpart of the Authority's general policy which requires all employees to be in suitable mental and physical condition while at work and to perform their jobs in a satisfactory manner; and

WHEREAS, because of the Authority's commitment to safety and to fulfilling any obligations it may have under Federal Laws, the Authority has established the following rules and regulations regarding alcohol and drugs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the approval of the Substance Abuse Policy be approved and the President be and hereby is authorized, empowered and directed to act on behalf of ECC/HANH/GG to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH/GG, the agreement contemplated hereby.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on May 17, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young Smith, Esq.
A Senior Partner

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by all

**ELM CITY COMMUNITIES
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**

Resolution Number 05-19/22-R

**RESOLUTION APPROVING THE REVISIONS TO THE
STATEMENT OF PERSONNEL POLICY.**

WHEREAS, Elm City Communities, HANH has established a Statement of Personnel Policy as a set of rules and guidelines to define employee conduct, benefits, company procedures, and establish safety protocols. The policy also describes the type of job performance and workplace behavior the agency expects from its employees, and what type of compensation and opportunities for advancement it offers; and

WHEREAS, On April 18, 2013, the Board approved Resolution #04-82/13-R, on December 16, 2014 the Board approved Resolution #12-211/14-R, on November 17, 2015 the Board approved Resolution #11-148/15, and on August 18, 2020 the Board approved Resolution #08-74/20-R to revise the Statement of Personnel Policy which contained several significant changes applicable to employees in the agency's non-bargaining group; and

WHEREAS, the agency has made several other changes in the areas of medical insurance coverage, premium cost share levels, employee titles, new salary classification plan, changes to the medical providers, and the addition of authority policies; and

WHEREAS, this resolution requests Board approval to revise the Statement of Personnel Policy and incorporate the changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN the revised Statement of Personnel Policy is

authorized to take effective immediately and the President be and hereby is authorized, empowered and directed to act on behalf of HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, such terms as the President deems necessary and appropriate and in the best interest of HANH, the agreement contemplated hereby.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by

Housing Authority of the City of New Haven

Resolution Number 05-20/22-R

RESOLUTION AUTHORIZING A CONTRACT WITH CONNECTICUT INTERLOCAL RISK MANAGEMENT AGENCY (CIRMA) FOR WORKERS COMPENSATION INSURANCE AGENCY WIDE FOR A ONE YEAR PERIOD COMMENCING ON JULY 1, 2022, AND ENDING ON JUNE 30, 2023 FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$579,436.00.

WHEREAS, HANH's Broker / Agent of Record / Consultant, Resurgens Risk Management, Inc., conducted a competitive procurement to identify a contractor to provide comprehensive insurance for the protection of employees in case of an injury incurred while working; and

WHEREAS, HANH's Broker / Agent of Record / Consultant, Resurgens Risk Management, Inc., received ten (10) responses. Two (2) responses were quotes and eight (8) responses were declines; and

WHEREAS, upon completion of the review and evaluations of proposals, it was deemed by Resurgens Risk Management, Inc., that Connecticut Interlocal Risk Management Agency (CIRMA) had submitted the most responsive proposal for HANH's Workman's Compensation Insurance; and

WHEREAS, Connecticut Interlocal Risk Management Agency (CIRMA) quoted HANH's Workman's Compensation Insurance premium at an amount not to exceed \$579,436.00 for a one-year period commencing on July 1, 2022 and ending on June 30, 2023; and

WHEREAS, in accordance with resolution 07-54/01-R approved by the Board of Commissioners on July 24, 2001, all contracts greater than \$50, 000, 00 must be approved by the Board of Commissioners; and

WHEREAS, HANH seeks approval of the contract with Connecticut Interlocal Risk Management Agency (CIRMA) in the amount of \$579,436.00 for a one-year period commencing on July 1, 2022 and ending on June 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the contract with Connecticut Interlocal Risk Management Agency (CIRMA) for Workers Compensation Insurance Agency wide for a one year period commencing July 1, 2022 and ending on June 30, 2023 for a total not to exceed contract amount of \$579,436.00 is authorized and the President be and hereby is authorized, empowered and directed to act on behalf of HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of HANH, the agreement contemplated hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that:

1. The Board authorizes the President to take such action and execute such documents as necessary to implement the provisions of this Resolution.
2. This Resolution shall take effective immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton,
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young Smith, Esq.
A Senior Partner

Motion to approve resolution was moved by Commissioner Witherspoon and Commissioner Keene second. Unanimous by all

Housing Authority of the City of New Haven

Resolution Number 05-21/22-R

RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH FOUR ONE YEAR RENEWALS WITH ECCOVIA, INC (CLIENT TRACK) FOR CASE MANAGEMENT SOFTWARE COMMENCING ON MAY 17, 2022 AND ENDING ON MAY 16, 2027 FOR \$89,125.00 PER YEAR FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$445,629.00

WHEREAS, Elm City Communities/Housing Authority of the City of New Haven identified a need for Case Management Software services for the purpose of tracking public housing and housing choice voucher clients in its self-sufficiency programs; and

WHEREAS, ECC Board of Commissioners approved through Resolution 03-23/16-R for ECC to enter into a contract with Eccovia, Inc for One Year with an option to renew for an additional 4 one-year renewals in the amount not to exceed \$ 273,322.00; and

WHEREAS, ECC is seeking authorization for a 1-year contract in the amount of \$ 89,125.00 with 4-one year renewals starting May 17, 2022 through May 16, 2027, for a not to exceed the amount of \$445,629.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN authorizing a 1-year contract with Eccovia, Inc for Case Management Software Services be approved in the amount of \$89,125.00 for a beginning on May 17, 2022 and ending May 16, 2023 with 4 one year renewals for a total not to exceed contract amount of \$445,628.00 is authorized and the President be and hereby is authorized, empowered and directed to act on behalf of ECC to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC-HANH, the agreement contemplated hereby.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 17, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____

Rolan Joni Young, Esq.
A Senior Partner

An amendment was made to amend the agenda to correct subscriber's error. Motion to approve resolution was moved by Commissioner Witherspoon and second by Commissioner Keene. Motion Passed unanimously.

Adjournment: Motion to adjourn was made at 5:01 p.m. by Commissioner Witherspoon and second by Commissioner Keene. Motion passed unanimously.

ADJOURNMENT

MEMORANDUM

TO: All Board of Commissioners

FROM: John Rafferty, CFO

RE: Bills and Communications

DATE: June 21, 2022

Attached please find the following Two (2) lists:

Accounts Payable Processing Report totaling **\$ 110,222.46** (listed on page 4), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the June 21, 2022, Board of Commissioners meeting.

Bank Book Check Register totaling **\$ 2,613,645.54** (listed on page 13). This list consists of invoices that have been paid from May 1 – May 31, 2022.
A. Prete Construction Company, Inc (\$ 28,144.80) RAD Group III; Banton Construction Company (\$341,832) for Wolfe building upgrades; Solar Youth Inc. (\$60,988) for Youth Programs at West Rock and EV; Nobe Construction Company (\$ 17,464) services for RAD IV and McConaughy; Elm City Carpentry (\$ 122,826) for Essex Abatement and 295 Wilmot Steel support; New Reach, Inc. (\$ 18,268) for Supportive Services; 212 Exchange Street LLC (\$ 49,042) for Scattered Sites lead abatement; City of New Haven (\$ 8,405) for Bulk Trash and Fuel; Home Depot (\$ 78,578) agency-wide materials; Anthem Blue Cross/Blue Shield (\$225,058) for medical insurance, Dental & Vision; United Illuminating (\$ 182,614) for various sites; Regional Water Authority (\$ 45,250) for agency-wide services; Southern Connecticut Gas (\$ 52,653) for agency-wide gas service.

The total of both registers is **\$ 2,723,868.00**
Attachments

Payment Processing Report-Unpaid for May 2022

Fund	Vendor	Description	Amount	Due Date	Invoice #
102	A&A Office System, Inc	May 2022	\$ 586.13	6/30/2022	INV564833
900	Ace Van & Storage, Inc.	Relocation for Willie S	\$ 700.00	3/1/2021	700
281	Ace Van & Storage, Inc.	281-000 Cyers Jones	\$ 50.00	6/9/2022 1	31607
281	Ace Van & Storage, Inc.	281-000 Sheila Salters	\$ 50.00	6/9/2022 1	31620
281	Ace Van & Storage, Inc.	281-000 Sheila Salters	\$ 50.00	6/9/2022 1	31730
281	Ace Van & Storage, Inc.	281-000 HANH Furnitu	\$ 100.00	6/9/2022 1	31718
281	Ace Van & Storage, Inc.	281-000 HANH Furnitu	\$ 100.00	6/9/2022 1	31738
281	Ace Van & Storage, Inc.	281-000 Cyers Jones	\$ 50.00	6/9/2022 1	31719
220	Al Mccoy Langston	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
223	Alberta W Golden	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
223	Alicia M Spencer	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
220	Billy Ray Mathews	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
102	City of New Haven	April 2022 LCI	\$ 27,238.91	5/30/2022	LCI 04302022
211	Cohen Key Shop	211-037	\$ 36.00	5/25/2022	123858
214	Cohen Key Shop	214-035	\$ 8.00	6/17/2022	124021
211	Cohen Key Shop	211--037	\$ 4.00	6/17/2022	124020
211	Cohen Key Shop	211-037	\$ 133.70	6/16/2022	124016
243	Cohen Key Shop	243-006	\$ 17.00	6/24/2022	123989
223	Cohen Key Shop	223-016	\$ 190.00	6/2/2022	123890
211	Cohen Key Shop	211-037	\$ 8.00	6/25/2022	123994
211	Cohen Key Shop	211-037	\$ 12.00	6/23/2022	123980
214	Cohen Key Shop	214-035	\$ 8.00	5/14/2022	123815
214	Cohen Key Shop	214-035	\$ 83.30	5/29/2022	123878
281	Colonial Life & Accident Insurance	May 2022-	\$ 14,484.69	6/5/2022	May 2022
211	Comcast Cable	211-037	\$ 301.12	6/27/2022	8773404132547201MY22
281	Corporate Mailing Services LLC	Presort/Postage 5/16-4	\$ 82.03	6/19/2022	806445
281	Corporate Mailing Services LLC	Presort/Postage 12/6-7	\$ 91.67	1/9/2022	802105
281	Corporate Mailing Services LLC	Presort/Postage 12/27	\$ 56.92	1/30/2022	803066
214	CWPM, LLC	A08	\$ 18,854.16	6/30/2022	2665396
220	David Anderson	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022

220	Donna Santiago	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
223	Doris J Doward	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
223	Eric D Jowers	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
281	Federal Express Corp.	1151-7186-0	\$ 38.99	6/29/2022	7-771-81802
283	HD Supply Facilities Maintenance, Ltd	283-000	\$ 737.32	6/19/2022	9203063543
283	HD Supply Facilities Maintenance, Ltd	283/859	\$ 57.36	6/17/2022	9202961181
283	HD Supply Facilities Maintenance, Ltd	283/859	\$ 55.43	6/17/2022	9202961179
231	Home Depot	231-000	\$ 370.38	6/20/2022	6012868-1
233	Home Depot	233-000	\$ 601.44	6/20/2022	6012873
223	Home Depot	223-016	\$ 76.12	6/22/2022	401.409
231	Home Depot	231-000	\$ 29.92	6/22/2022	4013315
220	Home Depot	220-012	\$ 413.70	6/17/2022	9012249
220	Home Depot	220-012	\$ 144.13	6/17/2022	9012242
220	Home Depot	220-012	\$ 145.99	6/18/2022	8140768
220	Home Depot	220-012	\$ 170.05	6/18/2022	81305111
231	Home Depot	231-000	\$ 267.61	6/20/2022	6144290
220	Home Depot	220-012	\$ 233.78	6/18/2022	8012468-1
220	Home Depot	220-012	\$ 98.62	6/18/2022	8012488
230	Home Depot	230-023	\$ 114.63	6/16/2022	11989
223	Home Depot	223-016	\$ 169.75	6/16/2022	12080
220	Home Depot	220-012	\$ 108.33	6/16/2022	12118-1
220	Home Depot	220-012	\$ 198.61	6/16/2022	12099
231	Home Depot	231-000	\$ 434.78	6/17/2022	3012236
231	Home Depot	231-000	\$ 20.96	6/17/2022	9012248
230	Home Depot	230-023	\$ 12.30	6/17/2022	9012303
231	Home Depot	231-000	\$ 55.82	6/17/2022	9012273
220	Home Depot	220-012	\$ 281.64	6/17/2022	9012307
233	Home Depot	233-000	\$ 41.59	6/22/2022	4013358
231	Home Depot	231-000	\$ 1,240.00	6/17/2022	9150872
233	Home Depot	233-000	\$ 33.92	6/16/2022	12117-1
231	Home Depot	231-000	\$ 748.99	6/10/2022	6140704
230	Home Depot	230-023	\$ 77.09	6/13/2022	3144075
230	Home Depot	230-023	\$ 66.91	6/12/2022	4011255

233	Home Depot	233-000	\$ 120.14	6/15/2022	1011750
233	Home Depot	233-000	\$ 360.88	6/11/2022	5010976
233	Home Depot	233-000	\$ 245.79	6/11/2022	5011004
211	Home Depot	211-037	\$ 240.39	6/11/2022	5140714
220	Home Depot	220-012	\$ 605.20	6/12/2022	4011250
220	Home Depot	220-012	\$ 14.23	6/13/2022	3144103
231	Home Depot	231-000	\$ 40.43	6/10/2022	6010758-1
214	Home Depot	A08	\$ 187.00	6/12/2022	4011215
230	Home Depot	230-023	\$ 890.24	6/11/2022	5011113-1
230	Home Depot	essex	\$ 49.82	6/22/2022	4013323
958	Housing Authority of the City of New Haven	May Fuel Reimburse	\$ 109.31	7/7/2022	May
281	Jana Douglas	Transportation	\$ 467.40	6/30/2022	May
220	Jonathan Stewart	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
220	Judy Cosby	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
281	Kimberly Johansen	May 2022 Mileage rein	\$ 45.86	6/30/2022	May 2022 mileage rei
231	La Voz Hispana Newsprint	SS	\$ 565.00	6/26/2022	052622-23D
220	Lagreta Riles	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
223	Linda Cross	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
281	Linda Fuller	Reim procurement & c	\$ 447.29	6/30/2022	training reim
214	Mechanical Heating and Air Conditioning, Inc	214-035	\$ 360.00	6/5/2022	SCCM718035C5-317
281	Melody Ramos	reim training expenses	\$ 201.25	6/30/2022	May 2022 reim
214	Moore's Yard Care	214-035	\$ 1,200.00	6/19/2022	#36
214	Moore's Yard Care	214-035	\$ 1,200.00	6/26/2022	#37
214	NuEnergen, LLC	HANH sites	\$ 3,685.98	7/1/2022	12475
958	Online Information Services, Inc	958-000	\$ 944.00	6/8/2022	11130857
958	Online Information Services, Inc	958-000	\$ 560.00	6/8/2022	11132513
102	Online Information Services, Inc	May 2022 HCV	\$ 440.00	6/30/2022	11131760
281	Pamela Heard	Jan thru May 2022 Mile	\$ 296.77	6/30/2022	Jan-May 2022 Mileage
231	Penfield Communications	SS site	\$ 660.00	6/24/2022	12070
211	Penfield Communications	west rock youth	\$ 220.00	6/17/2022	12059
211	Penfield Communications	bal west rock	\$ 110.00	6/17/2022	12059
220	Perry Lamar Gary	BA MAY 2022	\$ 200.00	6/30/2022	BA MAY 2022
283	Reitman Personnel Services, Inc.	283-000	\$ 509.60	7/3/2022	78189

244	Reitman Personnel Services, Inc.	244-000	\$ 698.03	7/3/2022	78190
966	Reitman Personnel Services, Inc.	966-000	\$ 1,057.00	7/3/2022	78187
281	Ringcentral, Inc	5/31-6/29/22 475-355-	\$ 7,377.44	7/1/2022	CD_000410729
211	Rubino Enterprises LLC	211-037	\$ 7,400.00	5/30/2022	1391
283	State Of Connecticut	360 Orange-Elevator F	\$ 240.00	6/19/2022	92406
102	State Of Connecticut	VPN Key 1/1/21- 6/30/	\$ 300.30	12/17/202	HOS1175
243	Supreme Corporation	295 Wilmot	\$ 180.00	6/25/2022	389638
243	Supreme Corporation	295 Wilmot	\$ 130.00	6/25/2022	389396
243	Supreme Corporation	295 Wilmot	\$ 65.00	6/25/2022	389307
214	Torello Tire Inc.	A08	\$ 30.75	6/17/2022	119668
214	Torello Tire Inc.	214-035	\$ 158.99	6/20/2022	119744
231	Torello Tire Inc.	231-000	\$ 1,396.28	6/18/2022	119703
214	Torello Tire Inc.	214-035	\$ 220.78	6/24/2022	119779
958	Touch Them All Inc	958-000	\$ 155.00	6/30/2022	20927
214	United Site Servcies Northeast, Inc	A08 47 Middletown	\$ 164.00	6/9/2022 8	114-13086184
958	Verizon Wireless	May Invoice-958	\$ 415.84	6/22/2022	9907219185
960	Verizon Wireless	May Invoice-960	\$ 531.93	6/22/2022	9907219185
281	W.B. Mason Company Inc	281-20	\$ 60.98	6/22/2022	229986100
281	W.B. Mason Company Inc	281-27	\$ 6.36	6/18/2022	229929939
281	W.B. Mason Company Inc	281-80	\$ 30.99	6/19/2022	229953062
281	W.B. Mason Company Inc	281-20	\$ 95.70	6/24/2022	230058199
102	W.B. Mason Company Inc	102-60	\$ 94.59	6/18/2022	229928661
958	W.B. Mason Company Inc	958-000	\$ 15.48	6/24/2022	230065721
958	W.B. Mason Company Inc	958-000	\$ 47.15	6/22/2022	229990262
281	William Viederman	Travel Expense	\$ 185.40	6/30/2022	May
281	William Viederman	Travel Expenses	\$ 1,314.10	6/30/2022	May
958	Yale New Haven Hospital	Drug Screening-958	\$ 132.00	6/17/2022	649851

Total Payments Due \$110,222.46



Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
DD	0	27127	05/02/2022	\$ (18,357.25)	Posted		212 Exchange Street LLC
Check	173191	0	05/02/2022	\$ (300.00)	Posted		Ace Van & Storage, Inc.
Check	173192	0	05/02/2022	\$ (516.42)	Posted		Adrienne M Vines
DD	173069	27011	05/02/2022	\$ (124.00)	Posted		Adrienne Simpson
DD	173070	27012	05/02/2022	\$ (36.00)	Posted		Afrika Lynette Canady
DD	173071	27013	05/02/2022	\$ (56.00)	Posted		Alice J. Foskey
DD	0	27128	05/02/2022	\$ (516.42)	Posted		Amanda McCreia
DD	173072	27014	05/02/2022	\$ (164.00)	Posted		Ana Falero
Check	173193	0	05/02/2022	\$ (295.32)	Posted		Aramark Refreshment Services
Check	173194	0	05/02/2022	\$ (24,418.70)	Posted		ARAMARK Uniform & Career Apparel
DD	173073	27015	05/02/2022	\$ (49.00)	Posted		Arriana Santana
DD	173074	27016	05/02/2022	\$ (49.00)	Posted		Artavia Boone
DD	0	27129	05/02/2022	\$ (529.44)	Posted		Ashley Shemone Keen
DD	173075	27017	05/02/2022	\$ (49.00)	Posted		Ayshnee Butler
Check	173195	0	05/02/2022	\$ (516.42)	Posted		Aysia C Payne
DD	173076	27018	05/02/2022	\$ (19.00)	Posted		Beulah Jones
DD	173077	27019	05/02/2022	\$ (132.00)	Posted		Brenda Leisa Dickey
DD	173078	27020	05/02/2022	\$ (132.00)	Posted		Brenda Sparks
DD	173079	27021	05/02/2022	\$ (136.00)	Posted		Brittany Cox
DD	0	27130	05/02/2022	\$ (17,268.13)	Posted		Brookside 2 Associates LLC
DD	0	27131	05/02/2022	\$ (24,547.94)	Posted		Brookside 1 Associates LLC
DD	173080	27022	05/02/2022	\$ (49.00)	Posted		Candi Foley
DD	173081	27023	05/02/2022	\$ (169.00)	Posted		Carle Washington
DD	173082	27024	05/02/2022	\$ (52.00)	Posted		Carmen Lozada
DD	173083	27025	05/02/2022	\$ (124.00)	Posted		Carol Suggs
DD	173084	27026	05/02/2022	\$ (48.00)	Posted		Caroline Contreras
DD	173085	27027	05/02/2022	\$ (171.00)	Posted		Cassandra Moore
DD	173086	27028	05/02/2022	\$ (124.00)	Posted		Chanel Highsmith
DD	173087	27029	05/02/2022	\$ (56.00)	Posted		Chantel Whitehead
DD	0	27132	05/02/2022	\$ (1,308.00)	Posted		Christopher Williams Architects, LLC
DD	173088	27030	05/02/2022	\$ (106.00)	Posted		Ciera S Lewis
DD	0	27133	05/02/2022	\$ (516.42)	Posted		Claribel Osorio
DD	173089	27031	05/02/2022	\$ (56.00)	Posted		Clorissa Rivera
DD	0	27134	05/02/2022	\$ (231.25)	Posted		Cohen Key Shop
Check	173196	0	05/02/2022	\$ (25,112.00)	Posted		Concrete Creations LLC
DD	173090	27032	05/02/2022	\$ (256.00)	Posted		Connie J Tyson
DD	173091	27033	05/02/2022	\$ (132.00)	Posted		Connie Mills
DD	173092	27034	05/02/2022	\$ (49.00)	Posted		Curnijah Howard
DD	173093	27035	05/02/2022	\$ (40.00)	Posted		D'Juana Desilva
DD	173094	27036	05/02/2022	\$ (17.00)	Posted		Daisy Bruno
DD	173095	27037	05/02/2022	\$ (107.00)	Posted		Danielle E Pagan
DD	173096	27038	05/02/2022	\$ (41.00)	Posted		Desiree Rivera
DD	173097	27039	05/02/2022	\$ (49.00)	Posted		Dione Bennett
DD	173098	27040	05/02/2022	\$ (49.00)	Posted		Ericka Alis Cannon
DD	173099	27041	05/02/2022	\$ (169.00)	Posted		Faith H Thompson
DD	173100	27042	05/02/2022	\$ (164.00)	Posted		Fantasia Nyree Brodie
DD	0	27135	05/02/2022	\$ (7,250.00)	Posted		Freeman Companies, LLC
Check	173197	0	05/02/2022	\$ (45,866.98)	Posted		Fuss & O'Neill, Inc.
DD	173101	27043	05/02/2022	\$ (132.00)	Posted		Gerardo Flores

Check	173198	0	05/02/2022	\$ (1,470.00)	Posted		Hands On Moving, LLC
DD	0	27136	05/02/2022	\$ (6,691.00)	Posted		Haz-Pros Inc
Check	173199	0	05/02/2022	\$ (207.30)	Posted		HD Supply Facilities Maintenance, Ltd
DD	173102	27044	05/02/2022	\$ (130.00)	Posted		Helen Suggs
Check	173200	0	05/02/2022	\$ (4,932.85)	Posted		Home Depot
Check	173201	0	05/02/2022	\$ (20.45)	Posted		Home Depot
Check	173202	0	05/02/2022	\$ (1,499.45)	Posted		Home Services & More, LLC
Check	173203	0	05/02/2022	\$ (1,950.00)	Posted		Home Services & More, LLC
DD	173103	27045	05/02/2022	\$ (41.00)	Posted		Hope Brodie
DD	173104	27046	05/02/2022	\$ (12.00)	Posted		Hytean Iona Nolan Sterling
DD	173105	27047	05/02/2022	\$ (83.00)	Posted		Iniera Allen
DD	173106	27048	05/02/2022	\$ (49.00)	Posted		Iris Hernandez-Cepeda
DD	173107	27049	05/02/2022	\$ (12.00)	Posted		Irisbeth Rivera
DD	173108	27050	05/02/2022	\$ (169.00)	Posted		Isabel Fuentes
DD	173109	27051	05/02/2022	\$ (19.00)	Posted		Janet Santiago
DD	173110	27052	05/02/2022	\$ (23.00)	Posted		Jasmine Mcghee
DD	0	27137	05/02/2022	\$ (529.44)	Posted		Jasmine Yvonne Johnson
Check	173204	0	05/02/2022	\$ (529.44)	Posted		Jazmin Boria
DD	0	27138	05/02/2022	\$ (529.44)	Posted		Jerry L. Blue
DD	173111	27053	05/02/2022	\$ (23.00)	Posted		Jessica Smalls
DD	173112	27054	05/02/2022	\$ (57.00)	Posted		Jessica Gentile
Check	173205	0	05/02/2022	\$ (11,388.58)	Posted		Johnson Controls US Holdings LLC
DD	173113	27055	05/02/2022	\$ (56.00)	Posted		Jonte Sykes
Check	173114	0	05/02/2022	\$ (384.00)	Posted		Jose Rodriguez
DD	173115	27056	05/02/2022	\$ (132.00)	Posted		Joslyn Lockwood
DD	173116	27057	05/02/2022	\$ (57.00)	Posted		Joyce L Dumas
DD	173117	27058	05/02/2022	\$ (66.00)	Posted		Juana M Ramirez
DD	173118	27059	05/02/2022	\$ (57.00)	Posted		Julia lassogna
DD	173119	27060	05/02/2022	\$ (49.00)	Posted		Kathya Villahermosa
DD	173120	27061	05/02/2022	\$ (49.00)	Posted		Katilia T Trujillo
Check	173206	0	05/02/2022	\$ (516.42)	Posted		Keara Locke
DD	0	27139	05/02/2022	\$ (2,639.67)	Posted		Kronos Incorporated
DD	173121	27062	05/02/2022	\$ (106.00)	Posted		Lakia Hutchinson
DD	173122	27063	05/02/2022	\$ (169.00)	Posted		Latoya D Garrett
DD	173123	27064	05/02/2022	\$ (49.00)	Posted		Latoya T Pierre Brown
DD	173124	27065	05/02/2022	\$ (141.00)	Posted		Lillie Louise Cunningham
DD	0	27140	05/02/2022	\$ (1,350.00)	Posted		Lothrop Associates, LLP
DD	173125	27066	05/02/2022	\$ (155.00)	Posted		Luisa Miliano-Garcia
Check	173126	0	05/02/2022	\$ (52.00)	Posted		Marcilena Perez
DD	173127	27067	05/02/2022	\$ (47.00)	Posted		Margie Roman
DD	173128	27068	05/02/2022	\$ (56.00)	Posted		Maria L Correa
DD	173129	27069	05/02/2022	\$ (159.00)	Posted		Maria R Langston
DD	173130	27070	05/02/2022	\$ (112.00)	Posted		Mary A Lopez
DD	173131	27071	05/02/2022	\$ (20.00)	Posted		Maryann Jones
DD	173132	27072	05/02/2022	\$ (42.00)	Posted		Mayra Quiles
DD	173133	27073	05/02/2022	\$ (56.00)	Posted		Mi-kerria Shaw
DD	173134	27074	05/02/2022	\$ (56.00)	Posted		Migdalia Flores
DD	173135	27075	05/02/2022	\$ (17.00)	Posted		Nakia Lashaun Culbreath
DD	173136	27076	05/02/2022	\$ (124.00)	Posted		Nancy Marilyn Estrada
Check	173207	0	05/02/2022	\$ (20.00)	Posted		Natalia Rutenberg
DD	173137	27077	05/02/2022	\$ (99.00)	Posted		Natalie Rodriguez
DD	173138	27078	05/02/2022	\$ (58.00)	Posted		Natasha White
DD	173139	27079	05/02/2022	\$ (56.00)	Posted		Natasha C Clay
DD	173140	27080	05/02/2022	\$ (155.00)	Posted		Natasha Laureano
DD	173141	27081	05/02/2022	\$ (124.00)	Posted		Nichol Monique Batts
DD	0	27141	05/02/2022	\$ (10,964.00)	Posted		Nobe Construction Company
DD	173142	27082	05/02/2022	\$ (4.00)	Posted		Nydia Romero

DD	173143	27083	05/02/2022	\$ (160.00)	Posted	Olga Mojica
Check	173144	0	05/02/2022	\$ (43.00)	Posted	Olivia Camp
DD	0	27142	05/02/2022	\$ (13,102.50)	Posted	Otis Elevator Company
DD	173145	27084	05/02/2022	\$ (56.00)	Posted	Pamela Greene
DD	173146	27085	05/02/2022	\$ (9.00)	Posted	Paula A Barnes
DD	173147	27086	05/02/2022	\$ (159.00)	Posted	Perry Flowers
DD	173148	27087	05/02/2022	\$ (82.00)	Posted	Preziosa Flores
Check	173208	0	05/02/2022	\$ (286.68)	Posted	Regional Water Authority
Check	173209	0	05/02/2022	\$ (0.69)	Posted	Regional Water Authority
Check	173210	0	05/02/2022	\$ (1,442.89)	Posted	Regional Water Authority
Check	173211	0	05/02/2022	\$ (752.69)	Posted	Regional Water Authority
Check	173212	0	05/02/2022	\$ (448.72)	Posted	Regional Water Authority
Check	173213	0	05/02/2022	\$ (1,847.25)	Posted	Regional Water Authority
DD	173149	27088	05/02/2022	\$ (47.00)	Posted	Reneta Mitchell
Check	173214	0	05/02/2022	\$ (174.88)	Posted	Ringcentral, Inc
DD	0	27143	05/02/2022	\$ (12,528.09)	Posted	Rockview 1 Associates LLC
DD	173150	27089	05/02/2022	\$ (49.00)	Posted	Rodsheida Mabry
DD	0	27144	05/02/2022	\$ (516.42)	Posted	Rosa Maria Gonzalez
DD	173151	27090	05/02/2022	\$ (169.00)	Posted	Rosa Santiago
DD	173152	27091	05/02/2022	\$ (37.00)	Posted	Rosaura Luciano
DD	173153	27092	05/02/2022	\$ (49.00)	Posted	Roscheyla Prieto-Quinones
DD	173154	27093	05/02/2022	\$ (15.00)	Posted	Sandy M Gaskin
DD	0	27145	05/02/2022	\$ (516.42)	Posted	Sarah Esther Garcia
DD	173155	27094	05/02/2022	\$ (123.00)	Posted	Sarah M Kendrick
DD	0	27146	05/02/2022	\$ (529.44)	Posted	Schatara McKiver
DD	173156	27095	05/02/2022	\$ (98.00)	Posted	Sean Michael Flowers
DD	173157	27096	05/02/2022	\$ (164.00)	Posted	Shalanda Rena Wiggins
DD	173158	27097	05/02/2022	\$ (55.00)	Posted	Shamira White
DD	173159	27098	05/02/2022	\$ (56.00)	Posted	Shanice M. Calloway
DD	173160	27099	05/02/2022	\$ (49.00)	Posted	Shaquonda Rashaya Hunte
DD	173161	27100	05/02/2022	\$ (23.00)	Posted	Sharron E Fogle
DD	173162	27101	05/02/2022	\$ (56.00)	Posted	Shatora McCotter
DD	0	27147	05/02/2022	\$ (529.44)	Posted	Shayla Foreman
Check	173163	0	05/02/2022	\$ (52.00)	Posted	Sheila K Grant
DD	0	27148	05/02/2022	\$ (9,041.67)	Posted	Silver, Petrucelli & Associates, Inc.
DD	173164	27102	05/02/2022	\$ (169.00)	Posted	Sor Perez
Check	173221	0	05/02/2022	\$ (325.60)	Posted	Southern Connecticut Gas
Check	173220	0	05/02/2022	\$ (722.53)	Posted	Southern Connecticut Gas
Check	173219	0	05/02/2022	\$ (1,114.91)	Posted	Southern Connecticut Gas
Check	173218	0	05/02/2022	\$ (2,068.92)	Posted	Southern Connecticut Gas
Check	173215	0	05/02/2022	\$ (189.86)	Posted	Southern Connecticut Gas
Check	173216	0	05/02/2022	\$ (254.54)	Posted	Southern Connecticut Gas
Check	173217	0	05/02/2022	\$ (544.38)	Posted	Southern Connecticut Gas
Check	173222	0	05/02/2022	\$ (405.59)	Posted	Sunwealth Project Pool 14 LLC
DD	173165	27103	05/02/2022	\$ (99.00)	Posted	Susan Davis
DD	173166	27104	05/02/2022	\$ (14.00)	Posted	Synitra Culbreath
DD	173167	27105	05/02/2022	\$ (66.00)	Posted	Taccarra Smith
DD	173168	27106	05/02/2022	\$ (56.00)	Posted	Tamika Bennett
DD	173169	27107	05/02/2022	\$ (219.00)	Posted	Tamika Bratton
Check	173170	0	05/02/2022	\$ (19.00)	Posted	Tania Montanez
DD	173171	27108	05/02/2022	\$ (126.00)	Posted	Tanya A. Solomon
DD	173172	27109	05/02/2022	\$ (49.00)	Posted	Tatiana Bojka
DD	173173	27110	05/02/2022	\$ (88.00)	Posted	Teneshia Monique Harrington
DD	173174	27111	05/02/2022	\$ (99.00)	Posted	Terese Edwina Stevenson
DD	173175	27112	05/02/2022	\$ (76.00)	Posted	Thelma Goodwin
DD	173176	27113	05/02/2022	\$ (16.00)	Posted	Theresa L Burks
DD	173177	27114	05/02/2022	\$ (99.00)	Posted	Tiffaine Brodie

DD	173178	27115	05/02/2022	\$ (49.00)	Posted	Tiffany Dixon
DD	173179	27116	05/02/2022	\$ (16.00)	Posted	Toni Way
DD	173180	27117	05/02/2022	\$ (65.00)	Posted	Tonya Perkins
DD	173181	27118	05/02/2022	\$ (124.00)	Posted	Trenna Soares
DD	0	27149	05/02/2022	\$ (1,100.00)	Posted	Tri State Generator Co LLC
DD	0	27150	05/02/2022	\$ (21,782.46)	Posted	Trinity New Haven Housing LP
DD	0	27151	05/02/2022	\$ (8,478.21)	Posted	Trinity New Haven Housing Three LP
DD	0	27152	05/02/2022	\$ (18,949.34)	Posted	Trinity New Haven Housing Two Limited Partnership
DD	0	27153	05/02/2022	\$ (16,248.05)	Posted	Trinity Rowe Limited Partnership
Check	173182	0	05/02/2022	\$ (92.00)	Posted	Tyquanna Whitaker
DD	173183	27119	05/02/2022	\$ (52.00)	Posted	Tyrell J Pearson
Check	173223	0	05/02/2022	\$ (117.74)	Posted	United Illuminating
DD	0	27154	05/02/2022	\$ (887.19)	Posted	United Mechanical Resources Inc.
DD	173184	27120	05/02/2022	\$ (99.00)	Posted	Valeka Williams
DD	173185	27121	05/02/2022	\$ (112.00)	Posted	Vanessa Myers
DD	173186	27122	05/02/2022	\$ (106.00)	Posted	Victoria C Allen
Check	173224	0	05/02/2022	\$ (36.40)	Posted	W.B. Mason Company Inc
DD	173187	27123	05/02/2022	\$ (248.00)	Posted	Wilma Rivera
DD	173188	27124	05/02/2022	\$ (41.00)	Posted	Yolanda Marte
DD	173189	27125	05/02/2022	\$ (99.00)	Posted	Yvette Gray
DD	173190	27126	05/02/2022	\$ (16.00)	Posted	Zaira Leticia Salinas Ramos
Check	173225	0	05/03/2022	\$ (1,720.21)	Posted	Chamberlain Court Condominium Association, Inc.
Check	173241	0	05/03/2022	\$ (5,622.94)	Posted	City of New Haven
Check	173242	0	05/03/2022	\$ (2,500.00)	Posted	Columbus House, Inc
Check	173226	0	05/03/2022	\$ (250.12)	Posted	Comcast Cable
Check	173227	0	05/03/2022	\$ (174.47)	Posted	Frontier Communications of Company
Check	173228	0	05/03/2022	\$ (95.79)	Posted	Frontier Communications of Company
Check	173229	0	05/03/2022	\$ (95.79)	Posted	Frontier Communications of Company
Check	173230	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173231	0	05/03/2022	\$ (95.79)	Posted	Frontier Communications of Company
Check	173232	0	05/03/2022	\$ (301.61)	Posted	Frontier Communications of Company
Check	173233	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173234	0	05/03/2022	\$ (174.47)	Posted	Frontier Communications of Company
Check	173235	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173236	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173237	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173238	0	05/03/2022	\$ (56.41)	Posted	Frontier Communications of Company
Check	173239	0	05/03/2022	\$ (95.79)	Posted	Frontier Communications of Company
Check	173243	0	05/03/2022	\$ (4,636.63)	Posted	Hearst Media Services Connecticut, LLC
DD	0	27155	05/03/2022	\$ (1,200.00)	Posted	Moore's Yard Care
Check	173240	0	05/03/2022	\$ (11,989.66)	Posted	Ricoh USA Inc
DD	0	27156	05/03/2022	\$ (7,377.44)	Posted	Ringcentral, Inc
Check	173244	0	05/03/2022	\$ (401.10)	Posted	Southern Connecticut Gas
Check	173245	0	05/03/2022	\$ (2,034.46)	Posted	Southern Connecticut Gas
Check	173246	0	05/03/2022	\$ (3,024.10)	Posted	Southern Connecticut Gas
Check	173247	0	05/03/2022	\$ (3,380.72)	Posted	Southern Connecticut Gas
Check	173248	0	05/03/2022	\$ (3,890.11)	Posted	Southern Connecticut Gas
Check	173249	0	05/03/2022	\$ (2,944.61)	Posted	Southern Connecticut Gas
Check	173250	0	05/03/2022	\$ (2,684.66)	Posted	Southern Connecticut Gas
Check	173251	0	05/03/2022	\$ (2,066.90)	Posted	Southern Connecticut Gas
Check	173252	0	05/03/2022	\$ (127.07)	Posted	Southern Connecticut Gas
Check	173253	0	05/03/2022	\$ (330.56)	Posted	Southern Connecticut Gas
Check	173254	0	05/03/2022	\$ (8,500.00)	Posted	Southern Connecticut State University
Check	173255	0	05/03/2022	\$ (873.60)	Posted	T-Mobile
Check	173256	0	05/03/2022	\$ (1,387.13)	Posted	Verizon Wireless
DD	0	27157	05/04/2022	\$ (660.00)	Posted	Penfield Communications
DD	0	27158	05/04/2022	\$ (1,700.00)	Posted	Sadie's Professional Cleaning Services, LLC

Check	173265	0	05/05/2022	\$	(28,144.80)	Posted		A. Prete Construction Company, Inc
Check	173259	0	05/05/2022	\$	(965.21)	Posted		Aflac
Check	173260	0	05/05/2022	\$	(173.27)	Posted		Corporate Mailing Services LLC
Check	173261	0	05/05/2022	\$	(3,054.48)	Posted		Laz Parking
Check	173262	0	05/05/2022	\$	(6,013.18)	Posted		New Reach, Inc.
Check	173263	0	05/05/2022	\$	(56.00)	Posted		Online Information Services, Inc
Check	173257	0	05/05/2022	\$	(3,000.00)	Posted		Postmaster
Check	173258	0	05/05/2022	\$	-	Posted	05/05/2022	Postmaster
Check	173264	0	05/05/2022	\$	(436.00)	Posted		Postmaster
DD	0	27160	05/06/2022	\$	(2,839.12)	Posted		360 Management Group. Co.
DD	0	27159	05/06/2022	\$	(5,210.86)	Posted		360 Management Group. Co.
DD	0	27161	05/06/2022	\$	(20.00)	Posted		Cohen Key Shop
Check	173266	0	05/06/2022	\$	(50.00)	Posted		Jessie Walton
Check	173268	0	05/06/2022	\$	(79.00)	Posted		La Quinta Inn & Suites
Check	173267	0	05/06/2022	\$	(79.00)	Posted		La Quinta Inn & Suites
Check	173269	0	05/06/2022	\$	(711.65)	Posted		Metropolitan Life Insurance Company USA
Check	173270	0	05/06/2022	\$	(265.00)	Posted		Postmaster
DD	0	27162	05/06/2022	\$	(3,078.52)	Posted		Reitman Personnel Services, Inc.
DD	0	27163	05/06/2022	\$	(23,244.65)	Posted		The Computer Company Inc
Check	173333	0	05/09/2022	\$	(1,280.00)	Posted		Advance Security Integration LLC dba Security 101
Check	173289	0	05/09/2022	\$	(637.20)	Posted		Aflac
Check	173283	0	05/09/2022	\$	(2,508.80)	Posted		Afscme Local 713/afscme Council 4
Check	173284	0	05/09/2022	\$	(184.00)	Posted		Afscme Local 818
DD	0	27165	05/09/2022	\$	(10.00)	Posted		AFSCME PEOPLE Committee
DD	0	27166	05/09/2022	\$	(56.00)	Posted		AFSCME PEOPLE Committee
Check	173271	0	05/09/2022	\$	(5,733.50)	Posted		AM/PM Glass & Metal Fab., LLC
DD	0	27164	05/09/2022	\$	(7,218.38)	Posted		Carahsoft Technology Corporation
Check	173276	0	05/09/2022	\$	(2,781.75)	Posted		City of New Haven
Check	173326	0	05/09/2022	\$	(959.37)	Posted		Comcast Cable
Check	173332	0	05/09/2022	\$	(1,389.79)	Posted		Comcast Cable
Check	173354	0	05/09/2022	\$	(1,695.00)	Posted		Crown Castle Fiber LLC
Check	173290	0	05/09/2022	\$	(60.54)	Posted		Daniel Ramos
Check	173291	0	05/09/2022	\$	(188.00)	Posted		Eagle Leasing Company
DD	0	27170	05/09/2022	\$	(4,190.00)	Posted		Ed The Treeman
Check	173334	0	05/09/2022	\$	(985.00)	Posted		Enviromed Services, Inc.
Check	173355	0	05/09/2022	\$	(4,286.76)	Posted		F.W. Webb Company
Check	173353	0	05/09/2022	\$	-	Posted	05/27/2022	First American Title Insurance Company
Check	173292	0	05/09/2022	\$	(191.56)	Posted		Frontier Communications of Company
Check	173356	0	05/09/2022	\$	(3,528.30)	Posted		HD Supply Facilities Maintenance, Ltd
DD	0	27171	05/09/2022	\$	(40.00)	Posted		Holly A Bryk
Check	173272	0	05/09/2022	\$	(231.18)	Posted		Home Depot
Check	173273	0	05/09/2022	\$	(2,825.00)	Posted		Home Depot
Check	173274	0	05/09/2022	\$	(2,956.32)	Posted		Home Depot
Check	173275	0	05/09/2022	\$	(4,019.51)	Posted		Home Depot
Check	173277	0	05/09/2022	\$	(2,110.10)	Posted		Home Depot
Check	173280	0	05/09/2022	\$	(4,758.51)	Posted		Home Depot
Check	173281	0	05/09/2022	\$	(3,347.42)	Posted		Home Depot
Check	173282	0	05/09/2022	\$	(2,299.46)	Posted		Home Depot
Check	173293	0	05/09/2022	\$	(352.50)	Posted		Home Services & More, LLC
Check	173336	0	05/09/2022	\$	(475.00)	Posted		Home Services & More, LLC
Check	173335	0	05/09/2022	\$	(190.00)	Posted		Home Services & More, LLC
DD	0	27167	05/09/2022	\$	(200.00)	Posted		Housing Authority of the City of New Haven
Check	173294	0	05/09/2022	\$	(2,700.00)	Posted		Housing Development Fund, Inc.
Check	173295	0	05/09/2022	\$	(8,301.76)	Posted		Johnson Controls Fire Protection LP
DD	0	27172	05/09/2022	\$	(5.10)	Posted		LaToya McCrea
DD	0	27168	05/09/2022	\$	(2,880.00)	Posted		McCarter & English, LLP
Check	173357	0	05/09/2022	\$	(36.27)	Posted		Network Electric And Security Systems, LLC

Check	173337	0	05/09/2022	\$	(3,075.00)	Posted	Novogradac & Company LLP
Check	173278	0	05/09/2022	\$	(16.00)	Posted	Online Information Services, Inc
Check	173279	0	05/09/2022	\$	(384.00)	Posted	Online Information Services, Inc
Check	173296	0	05/09/2022	\$	(816.00)	Posted	Online Information Services, Inc
Check	173359	0	05/09/2022	\$	(52.63)	Posted	Pamela Heard
Check	173360	0	05/09/2022	\$	(12,763.29)	Posted	Ricoh USA Inc
Check	173338	0	05/09/2022	\$	(1,088.98)	Posted	Skyview Ridgefield LLC
Check	173306	0	05/09/2022	\$	(2,025.14)	Posted	Southern Connecticut Gas
Check	173307	0	05/09/2022	\$	(42.26)	Posted	Southern Connecticut Gas
Check	173308	0	05/09/2022	\$	(292.47)	Posted	Southern Connecticut Gas
Check	173309	0	05/09/2022	\$	(175.48)	Posted	Southern Connecticut Gas
Check	173340	0	05/09/2022	\$	(7,710.16)	Posted	Southern Connecticut Gas
Check	173339	0	05/09/2022	\$	(536.44)	Posted	Southern Connecticut Gas
Check	173297	0	05/09/2022	\$	(85.00)	Posted	Supreme Corporation
DD	0	27169	05/09/2022	\$	(10,500.00)	Posted	The Narrative Project, LLC
Check	173358	0	05/09/2022	\$	(63.95)	Posted	Torello Tire Inc.
Check	173285	0	05/09/2022	\$	(10,337.17)	Posted	United Illuminating
Check	173342	0	05/09/2022	\$	(6,660.75)	Posted	United Illuminating
Check	173341	0	05/09/2022	\$	(61.97)	Posted	United Illuminating
Check	173286	0	05/09/2022	\$	(88.00)	Posted	United Way of Greater New Haven
Check	173287	0	05/09/2022	\$	(110.00)	Posted	United Way of Greater New Haven
Check	173298	0	05/09/2022	\$	(2,058.17)	Posted	Verizon Wireless
Check	173299	0	05/09/2022	\$	(103.58)	Posted	W.B. Mason Company Inc
Check	173288	0	05/09/2022	\$	(1,119.11)	Posted	Water Pollution Control
Check	173300	0	05/09/2022	\$	(1,352.87)	Posted	Water Pollution Control
Check	173301	0	05/09/2022	\$	(3,333.52)	Posted	Water Pollution Control
Check	173302	0	05/09/2022	\$	(4,516.83)	Posted	Water Pollution Control
Check	173303	0	05/09/2022	\$	(424.53)	Posted	Water Pollution Control
Check	173304	0	05/09/2022	\$	(2,147.94)	Posted	Water Pollution Control
Check	173305	0	05/09/2022	\$	(4,786.88)	Posted	Water Pollution Control
Check	173310	0	05/09/2022	\$	(21,114.58)	Posted	Water Pollution Control
Check	173311	0	05/09/2022	\$	(3,217.95)	Posted	Water Pollution Control
Check	173312	0	05/09/2022	\$	(1,832.12)	Posted	Water Pollution Control
Check	173313	0	05/09/2022	\$	(15,515.30)	Posted	Water Pollution Control
Check	173314	0	05/09/2022	\$	(3,397.72)	Posted	Water Pollution Control
Check	173315	0	05/09/2022	\$	(4,259.51)	Posted	Water Pollution Control
Check	173316	0	05/09/2022	\$	(1,702.91)	Posted	Water Pollution Control
Check	173317	0	05/09/2022	\$	(1,182.31)	Posted	Water Pollution Control
Check	173318	0	05/09/2022	\$	(4,748.07)	Posted	Water Pollution Control
Check	173319	0	05/09/2022	\$	(4,191.43)	Posted	Water Pollution Control
Check	173320	0	05/09/2022	\$	(1,499.07)	Posted	Water Pollution Control
Check	173321	0	05/09/2022	\$	(7,196.58)	Posted	Water Pollution Control
Check	173322	0	05/09/2022	\$	(1,416.69)	Posted	Water Pollution Control
Check	173323	0	05/09/2022	\$	(1,528.15)	Posted	Water Pollution Control
Check	173324	0	05/09/2022	\$	(1,572.85)	Posted	Water Pollution Control
Check	173325	0	05/09/2022	\$	(2,673.10)	Posted	Water Pollution Control
Check	173327	0	05/09/2022	\$	(41.55)	Posted	Water Pollution Control
Check	173328	0	05/09/2022	\$	(2,319.79)	Posted	Water Pollution Control
Check	173329	0	05/09/2022	\$	(3,447.55)	Posted	Water Pollution Control
Check	173330	0	05/09/2022	\$	(7,740.43)	Posted	Water Pollution Control
Check	173331	0	05/09/2022	\$	(5,965.37)	Posted	Water Pollution Control
Check	173351	0	05/09/2022	\$	(7,035.33)	Posted	Water Pollution Control
Check	173350	0	05/09/2022	\$	(7,642.37)	Posted	Water Pollution Control
Check	173349	0	05/09/2022	\$	(3,693.28)	Posted	Water Pollution Control
Check	173348	0	05/09/2022	\$	(7,166.11)	Posted	Water Pollution Control
Check	173347	0	05/09/2022	\$	(1,649.22)	Posted	Water Pollution Control
Check	173346	0	05/09/2022	\$	(4,053.64)	Posted	Water Pollution Control

Check	173345	0	05/09/2022	\$ (31,166.13)	Posted		Water Pollution Control
Check	173344	0	05/09/2022	\$ (12,457.39)	Posted		Water Pollution Control
Check	173343	0	05/09/2022	\$ (11,232.77)	Posted		Water Pollution Control
Check	173352	0	05/09/2022	\$ (132.00)	Posted		Yale New Haven Hospital
Check	173361	0	05/10/2022	\$ (402.25)	Posted		Home Depot
Check	173366	0	05/10/2022	\$ (208.26)	Posted		Home Depot
Check	173367	0	05/10/2022	\$ (664.25)	Posted		Home Depot
Check	173368	0	05/10/2022	\$ (3,125.44)	Posted		Home Depot
Check	173369	0	05/10/2022	\$ (1,364.69)	Posted		Home Depot
Check	173370	0	05/10/2022	\$ (5,171.98)	Posted		Home Depot
Check	173371	0	05/10/2022	\$ (2,522.58)	Posted		Home Depot
DD	0	27173	05/10/2022	\$ (4,725.00)	Posted		Home Services & More, LLC
Check	173362	0	05/10/2022	\$ (4,403.97)	Posted		Johnson Controls Inc
Check	173372	0	05/10/2022	\$ (343.05)	Posted		Rana Gayatri
DD	0	27174	05/10/2022	\$ (2,317.63)	Posted		Reitman Personnel Services, Inc.
Check	173363	0	05/10/2022	\$ (820.00)	Posted		Supreme Corporation
Check	173364	0	05/10/2022	\$ (71.55)	Posted		Torello Tire Inc.
Check	173365	0	05/10/2022	\$ (2,042.65)	Posted		W. B. Mason Company Inc
Check	173373	0	05/11/2022	\$ (189.72)	Posted		Home Depot
Check	173374	0	05/11/2022	\$ -	Posted	05/11/2022	Home Depot
Check	173375	0	05/11/2022	\$ -	Posted	05/11/2022	Home Depot
Check	173376	0	05/11/2022	\$ (161.97)	Posted		Home Depot
Check	173378	0	05/11/2022	\$ (100.00)	Posted		Jasmine Wilcher
Check	173377	0	05/11/2022	\$ (66.00)	Posted		Yale New Haven Hospital
DD	0	27175	05/12/2022	\$ (5,432.32)	Posted		Housing Authority Risk Retention Group, Inc
DD	0	27176	05/12/2022	\$ (6,781.86)	Posted		Housing Authority Risk Retention Group, Inc
Check	173380	0	05/12/2022	\$ (573.90)	Posted		Legal Shield
Check	173381	0	05/12/2022	\$ -	Posted	05/12/2022	McCarter & English, LLP
Check	173379	0	05/12/2022	\$ (281.36)	Posted		Southern Connecticut Gas
Check	173382	0	05/13/2022	\$ -	Posted	05/13/2022	Hattie D Brown
Check	173385	0	05/13/2022	\$ (25.00)	Posted		Hattie Provo
Check	173383	0	05/13/2022	\$ (654.00)	Posted		New Haven Village Suites
Check	173384	0	05/13/2022	\$ (25.00)	Posted		Patrick Sutton
DD	0	27177	05/17/2022	\$ (159,482.12)	Posted		360 Management Group. Co.
Check	173386	0	05/17/2022	\$ -	Posted	05/17/2022	Al Mccoy Langston
Check	173442	0	05/17/2022	\$ (200.00)	Posted		Al Mccoy Langston
DD	0	27178	05/17/2022	\$ (200.00)	Posted		Alberta W Golden
DD	0	27179	05/17/2022	\$ (200.00)	Posted		Alberta Witherspoon
DD	0	27180	05/17/2022	\$ (200.00)	Posted		Alicia M Spencer
Check	173387	0	05/17/2022	\$ (200.00)	Posted		Angela Dixon
Check	173388	0	05/17/2022	\$ (200.00)	Posted		Annette Yancey
Check	173389	0	05/17/2022	\$ (30.00)	Posted		Aramark Refreshment Services
Check	173390	0	05/17/2022	\$ (200.00)	Posted		Armando Fernandez Gonzalez
DD	0	27181	05/17/2022	\$ (200.00)	Posted		Avis Grant
DD	0	27182	05/17/2022	\$ (200.00)	Posted		Billy Ray Mathews
DD	0	27183	05/17/2022	\$ (200.00)	Posted		Brenda J Harris
DD	0	27184	05/17/2022	\$ (200.00)	Posted		Bruce Gatling
DD	0	27185	05/17/2022	\$ (200.00)	Posted		Christy A Pedini
Check	173391	0	05/17/2022	\$ (5,114.27)	Posted		Crumbie Law Group, LLC
Check	173392	0	05/17/2022	\$ (17,268.57)	Posted		CWPM, LLC
DD	0	27186	05/17/2022	\$ (200.00)	Posted		David Anderson
DD	0	27187	05/17/2022	\$ (200.00)	Posted		Deborah Hudson
DD	0	27188	05/17/2022	\$ (200.00)	Posted		Dennis Nathaniel Jenkins
DD	0	27189	05/17/2022	\$ (200.00)	Posted		Donna Santiago
DD	0	27190	05/17/2022	\$ (200.00)	Posted		Doris J Doward
Check	173393	0	05/17/2022	\$ (6,617.95)	Posted		ECC Group I RAD, LLC
Check	173394	0	05/17/2022	\$ (8,185.00)	Posted		ECC Group III RAD, LLC

DD	0	27191	05/17/2022	\$ (200.00)	Posted	Eric D Jowers
Check	173397	0	05/17/2022	\$ (585.11)	Posted	Frontier Communications of Company
Check	173396	0	05/17/2022	\$ (1,510.95)	Posted	Frontier Communications of Company
Check	173395	0	05/17/2022	\$ (722.30)	Posted	Frontier Communications of Company
Check	173399	0	05/17/2022	\$ (21,103.00)	Posted	G.L. Capasso, Inc
Check	173398	0	05/17/2022	\$ (5,932.00)	Posted	G.L. Capasso, Inc
Check	173400	0	05/17/2022	\$ (200.00)	Posted	Gail Pressley
DD	0	27192	05/17/2022	\$ (200.00)	Posted	Giovanna Latina
Check	173401	0	05/17/2022	\$ (1,704.96)	Posted	Glendower Ribicoff Four, LLC
Check	173402	0	05/17/2022	\$ (951.27)	Posted	Glendower Ribicoff, LLC
DD	0	27193	05/17/2022	\$ (200.00)	Posted	Hector A Lozada-Osorio
DD	0	27194	05/17/2022	\$ (2,796.82)	Posted	Housing Authority of the City of New Haven
Check	173403	0	05/17/2022	\$ (128.00)	Posted	Housing Insurance Services, Inc.
Check	173404	0	05/17/2022	\$ (200.00)	Posted	Janet Poole
DD	0	27195	05/17/2022	\$ (200.00)	Posted	Jessica Wilkerson
DD	0	27196	05/17/2022	\$ (200.00)	Posted	John Martinez
Check	173405	0	05/17/2022	\$ (2,074.94)	Posted	Johns Refuse & Recycling, LLC
Check	173406	0	05/17/2022	\$ (903.63)	Posted	Johnson Controls US Holdings LLC
DD	0	27197	05/17/2022	\$ (200.00)	Posted	Jonathan Stewart
DD	0	27198	05/17/2022	\$ (200.00)	Posted	Judy Cosby
DD	0	27199	05/17/2022	\$ (200.00)	Posted	Keith Davis
DD	0	27200	05/17/2022	\$ (200.00)	Posted	Kelly Nichols
Check	173407	0	05/17/2022	\$ (305.00)	Posted	Kone Inc.
DD	0	27201	05/17/2022	\$ (200.00)	Posted	Lagreta Riles
DD	0	27202	05/17/2022	\$ (200.00)	Posted	Lavern Davis
DD	0	27203	05/17/2022	\$ (200.00)	Posted	Linda Cross
DD	0	27204	05/17/2022	\$ (200.00)	Posted	Luz E Torres
DD	0	27205	05/17/2022	\$ (200.00)	Posted	Major Banks
DD	0	27206	05/17/2022	\$ (200.00)	Posted	Maritza Baez
DD	0	27207	05/17/2022	\$ (200.00)	Posted	Marta Laboy
DD	0	27208	05/17/2022	\$ (200.00)	Posted	Miguel Avila
Check	173408	0	05/17/2022	\$ (215.54)	Posted	New Horizon Communications Corp
DD	0	27209	05/17/2022	\$ (200.00)	Posted	Noraima Avila
DD	0	27210	05/17/2022	\$ (8,666.67)	Posted	NuEnergen, LLC
DD	0	27211	05/17/2022	\$ (200.00)	Posted	Olivia Lewis
Check	173409	0	05/17/2022	\$ (34,288.76)	Posted	Oxford Health Plans, LLC
DD	0	27212	05/17/2022	\$ (200.00)	Posted	Patricia Mabry
DD	0	27213	05/17/2022	\$ (200.00)	Posted	Patricia Thorpe
DD	0	27214	05/17/2022	\$ (200.00)	Posted	Paul A Kates
DD	0	27215	05/17/2022	\$ (200.00)	Posted	Pedro Octavio Jimenez
DD	0	27216	05/17/2022	\$ (200.00)	Posted	Perry Lamar Gary
DD	0	27217	05/17/2022	\$ (200.00)	Posted	Ralph Berryman
Check	173410	0	05/17/2022	\$ (58.94)	Posted	Regional Water Authority
Check	173411	0	05/17/2022	\$ (136.94)	Posted	Regional Water Authority
DD	0	27218	05/17/2022	\$ (200.00)	Posted	Rosemary Morris
Check	173412	0	05/17/2022	\$ (200.00)	Posted	Russell Roberson
Check	173413	0	05/17/2022	\$ (1,276.59)	Posted	Southern Connecticut Gas
Check	173414	0	05/17/2022	\$ (728.31)	Posted	Southern Connecticut Gas
Check	173415	0	05/17/2022	\$ (399.86)	Posted	Southern Connecticut Gas
Check	173416	0	05/17/2022	\$ (571.24)	Posted	Standard Insurance Company.
DD	0	27219	05/17/2022	\$ (200.00)	Posted	Stevie Jackson
DD	0	27220	05/17/2022	\$ (200.00)	Posted	Teresa Nela Caporale
Check	173417	0	05/17/2022	\$ (442.50)	Posted	Touch Them All Inc
Check	173440	0	05/17/2022	\$ (238.88)	Posted	United Illuminating
Check	173439	0	05/17/2022	\$ (1,238.60)	Posted	United Illuminating
Check	173438	0	05/17/2022	\$ (11,922.31)	Posted	United Illuminating
Check	173437	0	05/17/2022	\$ (1,498.11)	Posted	United Illuminating

Check	173436	0	05/17/2022	\$ (700.10)	Posted	United Illuminating
Check	173435	0	05/17/2022	\$ (1,777.75)	Posted	United Illuminating
Check	173434	0	05/17/2022	\$ (123.05)	Posted	United Illuminating
Check	173433	0	05/17/2022	\$ (13,390.15)	Posted	United Illuminating
Check	173432	0	05/17/2022	\$ (3,502.35)	Posted	United Illuminating
Check	173431	0	05/17/2022	\$ (442.64)	Posted	United Illuminating
Check	173430	0	05/17/2022	\$ (54.85)	Posted	United Illuminating
Check	173429	0	05/17/2022	\$ (253.31)	Posted	United Illuminating
Check	173428	0	05/17/2022	\$ (24,494.82)	Posted	United Illuminating
Check	173427	0	05/17/2022	\$ (744.07)	Posted	United Illuminating
Check	173426	0	05/17/2022	\$ (344.00)	Posted	United Illuminating
Check	173425	0	05/17/2022	\$ (101.53)	Posted	United Illuminating
Check	173424	0	05/17/2022	\$ (213.61)	Posted	United Illuminating
Check	173423	0	05/17/2022	\$ (71.81)	Posted	United Illuminating
Check	173418	0	05/17/2022	\$ (21.57)	Posted	United Illuminating
Check	173419	0	05/17/2022	\$ (361.79)	Posted	United Illuminating
Check	173420	0	05/17/2022	\$ (18.29)	Posted	United Illuminating
Check	173421	0	05/17/2022	\$ (375.81)	Posted	United Illuminating
Check	173422	0	05/17/2022	\$ (167.74)	Posted	United Illuminating
DD	0	27221	05/17/2022	\$ (4,395.32)	Posted	United Mechanical Resources Inc.
DD	0	27222	05/17/2022	\$ (200.00)	Posted	Willard E. Ford
Check	173441	0	05/17/2022	\$ (66.00)	Posted	Yale New Haven Hospital
Check	173461	0	05/18/2022	\$ (1,674.30)	Posted	Antonio Barroso
Check	173443	0	05/18/2022	\$ (161.44)	Posted	Aramark Refreshment Services
Check	173444	0	05/18/2022	\$ (1,274.10)	Posted	Autoscribe Corporation
Check	173445	0	05/18/2022	\$ (13,836.64)	Posted	Comcast Cable
DD	0	27223	05/18/2022	\$ (9,883.51)	Posted	Crumble Law Group, LLC
Check	173462	0	05/18/2022	\$ (608.96)	Posted	David Barnett
DD	0	27224	05/18/2022	\$ (915.00)	Posted	Kone Inc.
Check	173463	0	05/18/2022	\$ (809.95)	Posted	Marilyn Dawson
Check	173464	0	05/18/2022	\$ (225.00)	Posted	Marketing 101, dba Big Prints
DD	0	27225	05/18/2022	\$ (2,400.00)	Posted	Moore's Yard Care
DD	0	27226	05/18/2022	\$ (6,500.00)	Posted	Nobe Construction Company
Check	173459	0	05/18/2022	\$ (2,336.82)	Posted	United Illuminating
Check	173458	0	05/18/2022	\$ (600.26)	Posted	United Illuminating
Check	173457	0	05/18/2022	\$ (502.10)	Posted	United Illuminating
Check	173456	0	05/18/2022	\$ (935.43)	Posted	United Illuminating
Check	173455	0	05/18/2022	\$ (622.75)	Posted	United Illuminating
Check	173454	0	05/18/2022	\$ (1,129.62)	Posted	United Illuminating
Check	173453	0	05/18/2022	\$ (841.88)	Posted	United Illuminating
Check	173452	0	05/18/2022	\$ (567.02)	Posted	United Illuminating
Check	173451	0	05/18/2022	\$ (1,281.99)	Posted	United Illuminating
Check	173450	0	05/18/2022	\$ (1,478.50)	Posted	United Illuminating
Check	173449	0	05/18/2022	\$ (2,079.34)	Posted	United Illuminating
Check	173448	0	05/18/2022	\$ (1,317.97)	Posted	United Illuminating
Check	173447	0	05/18/2022	\$ (1,001.61)	Posted	United Illuminating
Check	173446	0	05/18/2022	\$ (925.09)	Posted	United Illuminating
Check	173460	0	05/18/2022	\$ (518.58)	Posted	W. B. Mason Company Inc
Check	173466	0	05/19/2022	\$ (20,969.66)	Posted	Anthem Blue Cross/Blue Shield
Check	173498	0	05/19/2022	\$ (1,258.39)	Posted	Breezy Point Auto Body, Inc
Check	173465	0	05/19/2022	\$ (1,080.00)	Posted	Connecticut Women's Consortium, Inc
Check	173467	0	05/19/2022	\$ (103.30)	Posted	Corporate Mailing Services LLC
Check	173468	0	05/19/2022	\$ (144.90)	Posted	Corporate Mailing Services LLC
Check	173469	0	05/19/2022	\$ (531.97)	Posted	Deluxe Business Form
Check	173470	0	05/19/2022	\$ (463.83)	Posted	Frontier Communications of Company
Check	173471	0	05/19/2022	\$ (3,194.29)	Posted	Quadient Finance USA, INC
DD	0	27227	05/19/2022	\$ (4,800.00)	Posted	Sadie's Professional Cleaning Services, LLC

Check	173472	0	05/19/2022	\$ (59.53)	Posted		Southern Connecticut Gas
Check	173473	0	05/19/2022	\$ (1,072.69)	Posted		Southern Connecticut Gas
Check	173474	0	05/19/2022	\$ (1,138.51)	Posted		Southern Connecticut Gas
Check	173497	0	05/19/2022	\$ (237.15)	Posted		United Illuminating
Check	173496	0	05/19/2022	\$ (55,149.65)	Posted		United Illuminating
Check	173495	0	05/19/2022	\$ (328.31)	Posted		United Illuminating
Check	173494	0	05/19/2022	\$ (855.25)	Posted		United Illuminating
Check	173493	0	05/19/2022	\$ (879.90)	Posted		United Illuminating
Check	173492	0	05/19/2022	\$ (1,368.54)	Posted		United Illuminating
Check	173491	0	05/19/2022	\$ (1,799.45)	Posted		United Illuminating
Check	173490	0	05/19/2022	\$ (430.54)	Posted		United Illuminating
Check	173489	0	05/19/2022	\$ (32.64)	Posted		United Illuminating
Check	173488	0	05/19/2022	\$ (1,878.40)	Posted		United Illuminating
Check	173487	0	05/19/2022	\$ (418.19)	Posted		United Illuminating
Check	173486	0	05/19/2022	\$ (923.34)	Posted		United Illuminating
Check	173485	0	05/19/2022	\$ (965.55)	Posted		United Illuminating
Check	173484	0	05/19/2022	\$ (1,179.87)	Posted		United Illuminating
Check	173483	0	05/19/2022	\$ (827.57)	Posted		United Illuminating
Check	173482	0	05/19/2022	\$ (421.85)	Posted		United Illuminating
Check	173481	0	05/19/2022	\$ (621.62)	Posted		United Illuminating
Check	173480	0	05/19/2022	\$ (730.10)	Posted		United Illuminating
Check	173479	0	05/19/2022	\$ (395.76)	Posted		United Illuminating
Check	173478	0	05/19/2022	\$ (976.17)	Posted		United Illuminating
Check	173477	0	05/19/2022	\$ (359.16)	Posted		United Illuminating
Check	173476	0	05/19/2022	\$ (462.09)	Posted		United Illuminating
Check	173475	0	05/19/2022	\$ (313.93)	Posted		United Illuminating
Check	173518	0	05/23/2022	\$ (413.94)	Posted		Comcast Cable
Check	173517	0	05/23/2022	\$ (293.35)	Posted		Comcast Cable
Check	173516	0	05/23/2022	\$ (293.35)	Posted		Comcast Cable
Check	173515	0	05/23/2022	\$ (338.37)	Posted		Comcast Cable
Check	173514	0	05/23/2022	\$ (293.35)	Posted		Comcast Cable
Check	173513	0	05/23/2022	\$ (231.34)	Posted		Comcast Cable
Check	173512	0	05/23/2022	\$ (293.35)	Posted		Comcast Cable
Check	173511	0	05/23/2022	\$ (193.35)	Posted		Comcast Cable
Check	173510	0	05/23/2022	\$ (301.12)	Posted		Comcast Cable
Check	173509	0	05/23/2022	\$ (276.17)	Posted		Comcast Cable
Check	173527	0	05/23/2022	\$ (1,060.25)	Posted		ECC Group I RAD, LLC
Check	173528	0	05/23/2022	\$ (560.13)	Posted		Frontier Communications of Company
Check	173535	0	05/23/2022	\$ (737.29)	Posted		Frontier Communications of Company
Check	173536	0	05/23/2022	\$ (1,007.74)	Posted		Frontier Communications of Company
Check	173537	0	05/23/2022	\$ (440.13)	Posted		Frontier Communications of Company
Check	173538	0	05/23/2022	\$ (263.19)	Posted		Frontier Communications of Company
Check	173539	0	05/23/2022	\$ (225.64)	Posted		Frontier Communications of Company
Check	173519	0	05/23/2022	\$ (1,827.83)	Posted		Home Depot
Check	173520	0	05/23/2022	\$ (1,774.01)	Posted		Home Depot
Check	173521	0	05/23/2022	\$ (1,837.49)	Posted		Home Depot
Check	173522	0	05/23/2022	\$ (1,174.35)	Posted		Home Depot
Check	173523	0	05/23/2022	\$ (1,179.14)	Posted		Home Depot
DD	0	27228	05/23/2022	\$ (5,772.40)	Posted		Home Services & More, LLC
DD	0	27229	05/23/2022	\$ (777.22)	Posted		Housing Authority of the City of New Haven
DD	0	27230	05/23/2022	\$ (47,070.00)	Posted		Housing Insurance Services, Inc.
Check	173524	0	05/23/2022	\$ (2,588.88)	Posted		Quadient Finance USA, INC
Check	173525	0	05/23/2022	\$ (1,104.55)	Posted		Reynaldo Ortiz
DD	0	27231	05/23/2022	\$ (7,275.00)	Posted		Rubino Enterprises LLC
DD	0	27232	05/23/2022	\$ (17,800.00)	Posted		Rubino Enterprises LLC
DD	0	27233	05/23/2022	\$ (8,975.00)	Posted		Rubino Enterprises LLC
Check	173501	0	05/23/2022	\$ (140.78)	Posted		Southern Connecticut Gas

Check	173500	0	05/23/2022	\$	(183.51)	Posted		Southern Connecticut Gas
Check	173499	0	05/23/2022	\$	(6.00)	Posted		Southern Connecticut Gas
Check	173529	0	05/23/2022	\$	(227.68)	Posted		Southern Connecticut Gas
Check	173530	0	05/23/2022	\$	(1,900.64)	Posted		Southern Connecticut Gas
Check	173508	0	05/23/2022	\$	(490.60)	Posted		United Illuminating
Check	173507	0	05/23/2022	\$	(49.82)	Posted		United Illuminating
Check	173506	0	05/23/2022	\$	(128.81)	Posted		United Illuminating
Check	173505	0	05/23/2022	\$	(329.71)	Posted		United Illuminating
Check	173504	0	05/23/2022	\$	(374.91)	Posted		United Illuminating
Check	173503	0	05/23/2022	\$	(349.10)	Posted		United Illuminating
Check	173502	0	05/23/2022	\$	(413.15)	Posted		United Illuminating
Check	173531	0	05/23/2022	\$	(417.00)	Posted		United Illuminating
Check	173532	0	05/23/2022	\$	(398.88)	Posted		United Illuminating
Check	173533	0	05/23/2022	\$	(6,737.00)	Posted		USA Institutional Tax Credit Fund LXXXVII L.P
Check	173526	0	05/23/2022	\$	(1,892.50)	Posted		Vitasys, Inc
Check	173534	0	05/23/2022	\$	(454.60)	Posted		W.B. Mason Company Inc
DD	0	27244	05/24/2022	\$	(30,685.00)	Posted		212 Exchange Street LLC
Check	173540	0	05/24/2022	\$	(2,825.00)	Posted		AM/PM Glass & Metal Fab., LLC
DD	0	27245	05/24/2022	\$	(341,832.03)	Posted		Banton Construction Company
DD	0	27234	05/24/2022	\$	(31.50)	Posted		Berchem Moses PC
DD	0	27235	05/24/2022	\$	(329.90)	Posted		Carahsoft Technology Corporation
Check	173545	0	05/24/2022	\$	(240.46)	Posted		Cincinnati Copiers, Inc
DD	0	27236	05/24/2022	\$	(2,499.45)	Posted		Cohen Key Shop
Check	173546	0	05/24/2022	\$	(1,179.12)	Posted		Comcast Cable
DD	0	27237	05/24/2022	\$	(5,400.00)	Posted		Ed The Treeman
Check	173547	0	05/24/2022	\$	(122,826.29)	Posted		Elm City Carpentry
DD	0	27246	05/24/2022	\$	(2,241.00)	Posted		Enviromed Services, Inc.
Check	173541	0	05/24/2022	\$	(1,096.32)	Posted		F.W. Webb Company
Check	173542	0	05/24/2022	\$	(2,810.00)	Posted		Frankson Fence Company
DD	0	27247	05/24/2022	\$	(14,490.00)	Posted		Freeman Companies, LLC
Check	173551	0	05/24/2022	\$	(141.20)	Posted		Frontier Communications of Company
Check	173550	0	05/24/2022	\$	(152.10)	Posted		Frontier Communications of Company
Check	173549	0	05/24/2022	\$	(133.15)	Posted		Frontier Communications of Company
Check	173548	0	05/24/2022	\$	(124.66)	Posted		Frontier Communications of Company
Check	173543	0	05/24/2022	\$	(3,870.00)	Posted		G.L. Capasso, Inc
Check	173552	0	05/24/2022	\$	(4,430.00)	Posted		Hands On Moving, LLC
Check	173544	0	05/24/2022	\$	(1,330.48)	Posted		HD Supply Facilities Maintenance, Ltd
DD	0	27238	05/24/2022	\$	(315.00)	Posted		Holly A Bryk
DD	0	27239	05/24/2022	\$	(275.00)	Posted		Mechanical Heating and Air Conditioning, Inc
DD	0	27240	05/24/2022	\$	(5,376.25)	Posted		Otis Elevator Company
DD	0	27241	05/24/2022	\$	(8,306.46)	Posted		Reitman Personnel Services, Inc.
DD	0	27248	05/24/2022	\$	(475.88)	Posted		Silver, Petrucelli & Associates, Inc.
DD	0	27249	05/24/2022	\$	(385.02)	Posted		Stanley Convergent Security Solutions, INC.
DD	0	27242	05/24/2022	\$	(9,243.75)	Posted		The Computer Company Inc
DD	0	27243	05/24/2022	\$	(5,036.25)	Posted		United Mechanical Resources Inc.
Check	173570	0	05/25/2022	\$	(50.00)	Posted		Bert Person
Check	173553	0	05/25/2022	\$	(1,720.21)	Posted		Chamberlain Court Condominium Association, Inc.
Check	173554	0	05/25/2022	\$	(200.00)	Posted		Eryka L Claudio
Check	173571	0	05/25/2022	\$	(25.00)	Posted		Francisco Santos
Check	173572	0	05/25/2022	\$	(25.00)	Posted		Fredrick P Freeman
Check	173565	0	05/25/2022	\$	(204.36)	Posted		Gayatri Rana
Check	173573	0	05/25/2022	\$	(25.00)	Posted		Henry B Harris
Check	173566	0	05/25/2022	\$	(19,782.81)	Posted		Home Depot
Check	173574	0	05/25/2022	\$	(50.00)	Posted		Janice Cash
Check	173575	0	05/25/2022	\$	(25.00)	Posted		Jeffica Jones
Check	173567	0	05/25/2022	\$	(14.68)	Posted		Kimberly Johansen
DD	0	27250	05/25/2022	\$	(350.00)	Posted		LaToya McCrea

DD	0	27252	05/25/2022	\$ (371.55)	Posted		LaToya McCrea
DD	0	27253	05/25/2022	\$ (305.20)	Posted		LaToya McCrea
DD	0	27251	05/25/2022	\$ -	Posted	06/01/2022	Northeast Generator
Check	173555	0	05/25/2022	\$ (4,834.56)	Posted		Regional Water Authority
Check	173576	0	05/25/2022	\$ (25.00)	Posted		Sarah Chapman
DD	0	27254	05/25/2022	\$ (24,320.00)	Posted		Solar Youth Inc.
Check	173559	0	05/25/2022	\$ (505.20)	Posted		Southern Connecticut Gas
Check	173558	0	05/25/2022	\$ (422.86)	Posted		Southern Connecticut Gas
Check	173557	0	05/25/2022	\$ (252.69)	Posted		Southern Connecticut Gas
Check	173556	0	05/25/2022	\$ (172.06)	Posted		Southern Connecticut Gas
Check	173560	0	05/25/2022	\$ (3,000.00)	Posted		State Of Connecticut
Check	173564	0	05/25/2022	\$ (9,991.73)	Posted		United Illuminating
Check	173563	0	05/25/2022	\$ (360.25)	Posted		United Illuminating
Check	173562	0	05/25/2022	\$ (233.30)	Posted		United Illuminating
Check	173561	0	05/25/2022	\$ (695.62)	Posted		United Illuminating
Check	173577	0	05/25/2022	\$ (2,412.60)	Posted		W.B. Mason Company Inc
Check	173568	0	05/25/2022	\$ (715.00)	Posted		Walter Pop Smith Little League Inc
Check	173569	0	05/25/2022	\$ (1,800.00)	Posted		Workforce 180 LLC
Check	173578	0	05/25/2022	\$ (500.00)	Posted		Z'hane Ellison
Check	173579	0	05/26/2022	\$ (445.21)	Posted		A Royal Flush, Inc
Check	173610	0	05/26/2022	\$ (1,050.00)	Posted		Ace Van & Storage, Inc.
Check	173580	0	05/26/2022	\$ (755.32)	Posted		Aflac
Check	173581	0	05/26/2022	\$ (204,088.38)	Posted		Anthem Blue Cross/Blue Shield
DD	0	27255	05/26/2022	\$ (2,131.00)	Posted		Berchem Moses PC
DD	0	27256	05/26/2022	\$ (1,377.30)	Posted		Cohen Key Shop
Check	173611	0	05/26/2022	\$ (1,923.39)	Posted		Comcast Cable
DD	0	27257	05/26/2022	\$ (18,854.16)	Posted		CWPM, LLC
Check	173612	0	05/26/2022	\$ (157.35)	Posted		De Lage Landen Financial Services, Inc
Check	173613	0	05/26/2022	\$ (1,665.81)	Posted		Delta Dental of New Jersey, Inc
Check	173614	0	05/26/2022	\$ (3,524.42)	Posted		F.W. Webb Company
Check	173582	0	05/26/2022	\$ (117.23)	Posted		Federal Express Corp.
Check	173615	0	05/26/2022	\$ (947.84)	Posted		Frontier Communications of Company
Check	173584	0	05/26/2022	\$ (589.20)	Posted		Home Depot
Check	173583	0	05/26/2022	\$ (589.20)	Posted		Home Depot
Check	173606	0	05/26/2022	\$ (342.00)	Posted		Home Depot
Check	173607	0	05/26/2022	\$ (2,516.44)	Posted		Home Depot
Check	173608	0	05/26/2022	\$ (1,528.37)	Posted		Home Depot
Check	173609	0	05/26/2022	\$ (86.69)	Posted		Home Depot
Check	173616	0	05/26/2022	\$ (260.00)	Posted		Johnson Controls Inc
Check	173622	0	05/26/2022	\$ (1,547.05)	Posted		Johnson Controls US Holdings LLC
Check	173585	0	05/26/2022	\$ (3,927.48)	Posted		Laz Parking
Check	173586	0	05/26/2022	\$ (4,062.15)	Posted		Laz Parking
DD	0	27261	05/26/2022	\$ (2,544.00)	Posted		Pride Cleaning Pros, LLC
Check	173587	0	05/26/2022	\$ (1,157.48)	Posted		Regional Water Authority
Check	173617	0	05/26/2022	\$ (88.64)	Posted		Ringcentral, Inc
Check	173623	0	05/26/2022	\$ (100.00)	Posted		Roberta Black
DD	0	27258	05/26/2022	\$ (400.00)	Posted		Rubino Enterprises LLC
Check	173588	0	05/26/2022	\$ (229.00)	Posted		Society For Human Resource Management
DD	0	27259	05/26/2022	\$ (36,668.00)	Posted		Solar Youth Inc.
Check	173598	0	05/26/2022	\$ (889.85)	Posted		Southern Connecticut Gas
Check	173597	0	05/26/2022	\$ (178.16)	Posted		Southern Connecticut Gas
Check	173596	0	05/26/2022	\$ (1,172.23)	Posted		Southern Connecticut Gas
Check	173595	0	05/26/2022	\$ (542.55)	Posted		Southern Connecticut Gas
Check	173594	0	05/26/2022	\$ (733.63)	Posted		Southern Connecticut Gas
Check	173593	0	05/26/2022	\$ (1,570.19)	Posted		Southern Connecticut Gas
Check	173592	0	05/26/2022	\$ (1,157.47)	Posted		Southern Connecticut Gas
Check	173591	0	05/26/2022	\$ (435.88)	Posted		Southern Connecticut Gas

Check	173590	0	05/26/2022	\$ (15.64)	Posted		Southern Connecticut Gas
Check	173589	0	05/26/2022	\$ (70.95)	Posted		Southern Connecticut Gas
Check	173618	0	05/26/2022	\$ (81.08)	Posted		Southern Connecticut Gas
Check	173619	0	05/26/2022	\$ (150.14)	Posted		Southern Connecticut Gas
Check	173599	0	05/26/2022	\$ (9,530.80)	Posted		Standard Insurance Company.
Check	173620	0	05/26/2022	\$ (3,319.92)	Posted		Standard Insurance Company.
DD	0	27260	05/26/2022	\$ (643.75)	Posted		Stanley Convergent Security Solutions, INC.
Check	173603	0	05/26/2022	\$ (43.07)	Posted		United Illuminating
Check	173602	0	05/26/2022	\$ (296.54)	Posted		United Illuminating
Check	173601	0	05/26/2022	\$ (30.71)	Posted		United Illuminating
Check	173600	0	05/26/2022	\$ (374.78)	Posted		United Illuminating
Check	173621	0	05/26/2022	\$ (1,225.73)	Posted		United Illuminating
Check	173604	0	05/26/2022	\$ (1,300.00)	Posted		West River Rentals LLC
Check	173605	0	05/26/2022	\$ (188.00)	Posted		Yale New Haven Hospital
Check	173746	0	05/31/2022	\$ -	Posted	05/31/2022	360 Management Group. Co.
Check	173747	0	05/31/2022	\$ (3,938.66)	Posted		360 Management Group. Co.
Check	173748	0	05/31/2022	\$ (56,064.79)	Posted		360 Management Group. Co.
Check	173749	0	05/31/2022	\$ (7,557.78)	Posted		360 Management Group. Co.
Check	173750	0	05/31/2022	\$ (458.17)	Posted		360 Management Group. Co.
Check	173769	0	05/31/2022	\$ (19,001.01)	Posted		360 Management Group. Co.
Check	173770	0	05/31/2022	\$ (5,000.00)	Posted		Columbus House, Inc
Check	173771	0	05/31/2022	\$ (6,668.68)	Posted		Concepts for Adaptive Learning
Check	173751	0	05/31/2022	\$ (971.00)	Posted		CWPM, LLC
Check	173752	0	05/31/2022	\$ (410.88)	Posted		Home Depot
Check	173767	0	05/31/2022	\$ (451.83)	Posted		Home Depot
Check	173768	0	05/31/2022	\$ (3,176.16)	Posted		Home Depot
Check	173772	0	05/31/2022	\$ (21.27)	Posted		Lakeya Moye
Check	173773	0	05/31/2022	\$ (281.85)	Posted		Lakeya Moye
Check	173774	0	05/31/2022	\$ (12,254.96)	Posted		New Reach, Inc.
Check	173753	0	05/31/2022	\$ (2,526.65)	Posted		Regional Water Authority
Check	173754	0	05/31/2022	\$ (2,426.08)	Posted		Regional Water Authority
Check	173755	0	05/31/2022	\$ (4,828.78)	Posted		Regional Water Authority
Check	173756	0	05/31/2022	\$ (2,605.44)	Posted		Regional Water Authority
Check	173757	0	05/31/2022	\$ (5,233.09)	Posted		Regional Water Authority
Check	173758	0	05/31/2022	\$ (2,297.38)	Posted		Regional Water Authority
Check	173759	0	05/31/2022	\$ (2,819.87)	Posted		Regional Water Authority
Check	173760	0	05/31/2022	\$ (2,566.05)	Posted		Regional Water Authority
Check	173761	0	05/31/2022	\$ (4,239.95)	Posted		Regional Water Authority
Check	173762	0	05/31/2022	\$ (1,982.00)	Posted		Regional Water Authority
Check	173763	0	05/31/2022	\$ (556.46)	Posted		Regional Water Authority
Check	173764	0	05/31/2022	\$ (245.04)	Posted		Regional Water Authority
Check	173765	0	05/31/2022	\$ (1,956.60)	Posted		Regional Water Authority
Check	173766	0	05/31/2022	\$ (88.64)	Posted		Ringcentral, Inc

Total Payments Issued

\$ (2,613,645.54)

President's Report

To: ECC/HANH Board of Commissioners

From: Karen DuBois-Walton, Ph.D., President

Date: June 21, 2022

RE: President's June 2022 Report

I. Administrative

Happy Juneteenth! Let us pause to remember that freedom has been hard won in this country for many and freedom requires continual work to ensure that those who are traditionally most marginalized are given access to the full opportunities to allow all to succeed and thrive.

Today, we are celebrating our 2022 high school graduates with a drive-by graduation party immediately following this meeting. We are happy to report that a number of the students will be attending college or trade school. We are excited for what is to come with our young adults.

Amid concerns about the impact of the national baby formula shortage, we were pleased to host Congresswoman Rosa DeLauro, the Diaper Bank and several of our families and other partners for a Roundtable discussion where our families were able to share their stories of the impact that this has had on them. The stories shared were powerful and some were captured in this story ran by Fox 61 <https://www.fox61.com/article/news/community/ct-cultured/mothers-speak-out-about-formula-crisis-at-roundtable/520-8872bf49-d790-448a-95e9-5e19bef95448>.

The eagerly awaited ribbon cutting for Mill River Crossing was held on Tuesday May 31st at 10 am. In addition to the many partners whose support made this redevelopment possible, we were pleased to host individuals and the families of some community leaders who were particularly instrumental and whose names are memorialized in the new streets and public spaces created.

Today we bring forth the MTW 2023 Annual Plan for authorization. This year's plan builds upon the work enabled by Moving to Work status over the past 22 years. New initiatives include efforts to expand affordable housing in this community through new acquisitions, support for youth experiencing housing instability and an initiative to address the challenges are HCV participants face finding housing in this tight rental market.

Additionally, in furtherance of our work to create opportunity for our re-entry population, we are excited to partner with the CT State Branch of the NAACP around their Million Jobs Campaign. By signing on as community and workplace partner, we are creating new employment opportunities for our residents who have a criminal justice involvement in their background and we strengthen our ability to provide employment opportunities. We seek Board authorization of an Memorandum of Agreement that will guide this partnership.

Our team has been deepening its ability to support the agency's work around equity and inclusion through our partnership with CEIO. We recently held an in-person session where we refocused our team's efforts and developed plans for next steps. This was followed by a virtual session

Annual Fair Housing Training began this month with front line staff from Operations and 360 MGT prioritized for attendance in this session. An additional session will be held later this year for all other team members.

In concerning news, there was a significant fire on June 11th at Cornell Scott Ridge that forced the relocation of a family of 4. Additionally, we were made aware of a gunshot victim who sustained injuries at Westville Manor. The team is working to support both communities around these difficult events.

Thanks to our construction partner, LaRosa Building Group who submitted an application featuring Rockview Phase II, that project was selected as the 1st Place Winner of the award for Large Multi-Family/Mixed Use developments. An award dinner was held on June 14th at The Aqua Turf. Congratulations to the team!

Time Extension Granted per Resolution #02-25/10-R

- Requesting 1-month extension for Solar Youth's East View youth program for the contract to end July 31, 2022. No additional finding is being requested.
- Requesting 2 month extension for Solar youth's West youth programming for the contract to end August 30, 2022. No additional finding is being requested.

Finance- April 2022 YTD Financials

The financial report covers seven months (October 1 through April 30) of data. Total Revenues are \$60,656,650 and Total Expenses are \$52,275,970 (including depreciation expense of \$1,191,370). The excess of revenue over expenses is reduced by \$(2,383,255) capitalized expenditures/notes activity and \$(4,771,145) reserve for Interest Income recognized on Notes Receivable resulting from development projects. Depreciation expense add-back is \$1,191,370. The HANH Net Surplus of \$2,417,650 was as follows:

MTW Programs

- Low Income Public Housing

Net surplus is \$1,338,659 versus a budget net surplus of \$384,348 for an overall favorable variance of \$954,311.

- Section 8 Housing Choice Voucher

Net surplus is \$340,802 versus a budget deficit of \$(780,343). The favorable variance is \$1,121,145.

Non-MTW Programs

- Business Activities showed deficit of \$(462,550) compared with a budgeted deficit of \$(726,298), resulting in a favorable variance of \$273,748.
- Central Office Cost Center shows a net surplus of \$1,200,739 compared to a budgeted surplus of \$1,122,293 resulting in an unfavorable variance of \$78,446.

April 2022												
	MTW Budget	MTW Actual	Variance	NON-MTW Budget	NON-MTW Actual	Variance	ELIMS Budget	ELIMS Actual	Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	752,389	1,176,282	423,893	-	12,438	12,438	-	-	-	752,389	1,188,720	436,331
70600 HUD REVENUE	61,520,560	53,232,103	(8,288,457)	128,305	182,227	53,922	-	-	-	61,648,865	53,414,330	(8,234,535)
70000 OTHER REVENUE	34,009	742,673	708,665	11,167,827	10,787,790	(380,037)	(5,447,100)	(5,476,864)	29,763	5,754,736	6,053,600	298,864
70000 TOTAL REVENUE	62,306,957	55,151,058	(7,155,899)	11,296,132	10,982,455	(313,677)	(5,447,100)	(5,476,864)	29,763	68,155,989	60,656,650	(7,499,340)
91000 OPERATING ADMINISTRATIVE	8,394,276	7,540,904	853,372	4,365,177	3,783,681	581,495	(5,447,100)	(5,476,864)	29,763	7,312,352	5,847,721	1,464,631
92500 TENANTS SERVICES	147,292	86,533	60,759	1,342,199	1,022,356	319,843	-	-	-	1,489,491	1,108,889	380,602
93000 UTILITIES	991,569	1,363,091	(371,521)	232,475	211,057	21,418	-	-	-	1,224,045	1,574,148	(350,103)
94000 MAINTENANCE	1,711,945	2,962,073	(1,250,128)	345,384	257,783	87,601	-	-	-	2,057,329	3,219,856	(1,162,527)
95000 PROTECTIVE SERVICES	85,753	63,535	22,218	14,828	5,361	9,467	-	-	-	100,581	68,896	31,685
96000 GENERAL EXPENSE	-	42,156	(42,156)	165,139	176,359	(11,221)	-	-	-	165,139	218,516	(53,377)
96100 INSURANCE PREMIUMS	386,502	546,123	(159,621)	2,237	-	2,237	-	-	-	388,739	546,123	(157,384)
96200 OTHER	1,084,389	948,623	135,766	-	445	(445)	-	-	-	1,084,389	949,069	135,321
96800 SEVERANCE EXPENSE	-	-	-	-	1,250	(1,250)	-	-	-	-	1,250	(1,250)
96900 TOTAL OPERATING EXPENSES	12,801,726	13,553,038	(751,312)	6,467,439	5,458,293	1,009,146	(5,447,100)	(5,476,864)	29,763	13,822,065	13,534,467	287,597
97100 EXTRAORDINARY MAINTENANCE	67,484	49,680	17,804	8,383	14,828	(6,445)	-	-	-	75,867	64,508	11,359
97200 CASUALTY LOSSES - NON CAPITALIZED	-	22,196	(22,196)	-	-	-	-	-	-	-	22,196	(22,196)
97300 HAP EXPENSE	44,341,153	37,463,428	6,877,725	175,000	-	175,000	-	-	-	44,516,153	37,463,428	7,052,725
97400 DEPRECIATION EXPENSE	1,992,608	1,015,230	977,378	216,092	176,140	39,953	-	-	-	2,208,701	1,191,370	1,017,331
90000 OTHER EXPENSES	46,401,244	38,550,534	7,850,710	399,475	190,967	208,508	-	-	-	46,800,720	38,741,501	8,059,219
TOTAL EXPENSES	59,202,970	52,103,572	7,099,398	6,866,914	5,649,260	1,217,654	(5,447,100)	(5,476,864)	29,763	60,622,785	52,275,969	8,346,816
RAD/DEV - MTW Fund Expenditures	(1,604,167)	(1,117,617)	(486,549)	(3,888,423)	(1,265,638)	(2,622,785)	-	-	-	(5,492,590)	(2,383,255)	(3,109,335)
Investment in the financing of affordable housing Dev	-	-	-	-	-	-	-	-	-	-	-	-
Reserve for interest on N/R	-	-	-	(4,249,316)	(4,771,145)	521,829	-	-	-	(4,249,316)	(4,771,145)	521,829
10010 Operating Transfer In	1,288,593	727,681	560,912	3,888,423	1,265,638	2,622,785	-	-	-	5,177,016	1,993,318	3,183,697
10020 Operating Transfer Out	(5,177,016)	(1,993,319)	(3,183,697)	-	-	-	-	-	-	(5,177,016)	(1,993,319)	(3,183,697)
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	(2,388,603)	664,230	(3,052,833)	179,902	562,050	(382,148)	-	-	-	(2,208,700)	1,226,280	(3,434,981)
ADJ FOR DEPREICATION EXPENSE	1,992,608	1,015,230	977,378	216,092	176,140	39,953	-	-	-	2,208,701	1,191,370	1,017,331
350 SURPLUS / (DEFICIT)	(395,994)	1,679,461	(2,075,455)	395,995	738,190	(342,195)	-	-	-	0	2,417,650	(2,417,650)

II. Operations

A. Vacancy Rate

HANH's current occupancy rate for the month for May 2022 is 89%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

B. Rent Collection

Rent Collection – HANH's rent collection for the year to date ending the month of May 2022 is 67.34%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half,

however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

Total Collected

	CY 2021	CY 2022	Variance
January	75.69%	65.57%	-10.12
February	76.19%	65.59%	-10.6
March	80.67%	63.10%	-17.57
April	83.27%	53.41%	-29.86%
May	82.07%	67.34%	-14.73%
June	73.96%		
July	75.22%		
August	68.87%		
September	72.80%		
October	71.75%		
November	70.47%		
December	62.56%		
Average	78.07%	63.02%	

Community and Economic Development (CED) Monthly Report

CED staff coordinated Early Childhood Roundtable, Formula Shortage Roundtable and the Fair Haven Community Parade.

Elm City Communities hosted Congresswoman Rosa DeLauro, the Diaper Bank and a number of our families for a roundtable discussion on the baby formula shortage. CED recruited families to attend the event to speak to let the Congresswoman know the impact that this has had on them and followed up with families following to provide continued resources and support through our Diaper Bank.

CED staff walked in the Fair Haven Community Parade to represent Elm City Communities.

CARES Program Highlights

- 2 Participants have received mortgage pre-approval and are working with a realtor
- L. Boyd- trained and passed certification to oversees a Food service HUB for Board of Education, which will open opportunities for future supervisory positions at work.
- Additional highlights include: a participant who completed her Phlebotomy Training, a participant hired to work at Yale Hospital and a participant who passed her State exam for Nursing.

FSS Program Highlights

- \$14,021 was the FSS escrow accounts **increase** for the month of May
Completed: (2) Assessment, (8) Goal Updates, (8) Contract Signings, (18) 1:1 SEHOP meetings, (2) Pre-term appts
- Completed: (1) Annual Recertifications and (2) Interims and (13) FSS Addendums processed and (1) EOP

FSS Resident Highlights:

- **S. M** – She began working at Yale as a per diem Pantry worker in 2015, then in 2017 she was hired on a part-time basis. Since January 2022, Ms. M stated that Yale has employed her as a custodial worker on an F/T basis earning \$26.91 per hour and to date has successfully completed her probation period.
- **S. P** – She has managed to increase her savings over the last ten months from \$3,500 to \$6,000.
- **S. R** – She has been given the green light to move forward with communicating with a lender and pursue her homeownership goal. While she is a disabled individual, she is gainfully employed at Amazon working 20 hours per week. She has saved over \$7,000. Since, she has contacted Liberty Bank and been pre-qualified for \$203,000.
- **V. O** – V reports that she has been working her part-time job for 1 year now and meets the requirement for working 30 hours per week as her full-time job at Derby Schools had not always given her the hours to meet the full-time requirement. V has continually increased her savings and has continued to improve her credits score as well. V has some concerns about the present market and while she is eligible for the green light, she is not sure she is interested in pursuing homeownership at this time until the market shifts.
- **K. S** – She has worked hard to grow her Handyman & Cleaning business over the last year while securing various contracts with local agencies/businesses. She has changed her final goal to independence via employment given the current market and challenges that may be faced. HOH has worked hard to increase her income despite of health challenges over the years. She has worked on her credit repair and has engaged successfully with Financial Counselors.

ECC Believes Program Highlights

- This month CED worked coordinate summer camp opportunities for our youth residents. We registered youth for Youth @ Work, Parks and Rec camp and is now working to fill slots for LEAP free summer program.
- Submitted a total of 20 applications for the City of New Haven Park and Recreation Camp Program.

Planning and Modernization

HAI Loss Prevention Grants:

P&M applied for funding 5/31/2022, from HAI, our insurance company, for two reimbursement grants, Fire Loss Prevention, \$78,680, for installation of Fire Suppression Cannisters at each stovetop in our LIPH portfolio, and Storm Damage Prevention, \$770,760, for Tree and Shrub management and removal. Grant awards will be announced this Fall, 2022. This is a cooperative venture with the Planning and Modernization, Finance, and Operations Departments. Work has begun on both projects, each reducing ECC liability risk and making our communities safer.

HUD Emergency Safety and Security Grant:

P&M is also applying to HUD for funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant would enable our high-rise Elderly and Disabled communities to have the extra layer of security necessary to exclude the influx of an uninvited element. The maximum award per HA annually is \$250,000. Applications are due June 15, 2022.

Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020

HUD Housing Related Hazards 2020

- P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold is being addressed in conjunction with Lead abatement projects as well as separately. Inspections for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun. A 3rd Quarterly benchmark report has been sent to the HUD Washington and our Regional offices.

ECC Lead-Based Paint Capital Fund Projects

HUD Lead Grant 2017--ECC applied for and awarded \$986,260 in Sept 5, 2018:

HUD national office understood the need was greater and put out an additional NOFA.

HUD Lead Grant 2020--ECC applied and was awarded an additional **\$3,700,000**, in May 2021.

What we have completed to date:

- Tested all (299) LIPH family property units at risk for Lead Based Paint (Built before 1978).
- Units testing positive for lead were organized by priority in order of importance to address-- Amalgamated Prioritization Chart. Highest priority, units with children under the age of 6 years and actionable levels of lead.
- We are addressing units even if there are no children, now, as these could be rented in the future to a family with young children.
- ECC met with State of Connecticut and HUD Washington Lead Teams to align goals and verify plan of action.
- **Immediate action--Completed:**
 - Trained in-house staff to perform Interim Controls and to Follow Lead Safe Renovating practices
 - **Interim Controls:** Targeted highest priority units, temporarily removing lead dust while design and solicitation process was in progress
 - Highest priority Scattered site properties (**10 houses-17 units**)
 - McConaughy Terrace exterior source of lead dust--our largest Family development (**201 units**).
 - Removed Lead painted doors and friction components at McConaughy Terrace...no lead painted doors left at McConaughy Terrace (**201 units**).
- **Design, Abatement and Construction Complete** for Lead Abatement in the following properties:
 - 10 houses (**17 units lead safe**) in our Scattered Sites West Portfolio. Lead, encapsulated, including replacement of peeling porch components and encapsulation of some siding. These came first as they were highest on our Amalgamated Prioritization Chart.
 - Essex Townhouses (**35 units lead safe**) ...all known lead components have been removed, not just encapsulated.
 - McConaughy (201 units moved to redevelopment effort...however, units all had Interim Controls performed; More permanent Abatement to accompany redevelopment.
- **Redesign:** Upon receipt of the 2nd Lead Based Paint grant, design of remaining units were upgraded to remove instead of just encapsulate certain components, keeping to the priorities established by the testing. This was made possible due to the additional HUD funding, and provides residents and ECC a more permanent and lasting solution to the Lead.
- **Other Housing Related Hazards:** ECC added elimination of other Housing Related Hazards upon receipt of a 3rd HUD grant **\$3,999,993**, where inspections identified significant mold and asbestos to remove.

Solicitations out for Bid May, 2022 for construction completion December, 2022:

- **Group B: 3 Single-Family Houses** in the Scattered Site West portfolio
- **Group C: 8 Units in 4 houses** in the Scattered Site East portfolio
- **Solicitations out for Bid July, 2022 for Construction Completion January, 2023:**
- **Group A: 1 house, Scattered Sites East portfolio,** Lead, mold and asbestos abatement with site safety and historic preservation requirements
- **Solicitation out for Bid August, 2022 for construction start in Spring, 2023:**
- **Group D: 21 houses** in the Scattered Sites East portfolio (houses currently without children under the age of 6 years, but needing lead abatement for future family rentals).

Testing has also been performed by the Operations Department in our Elderly and Disabled community high-rise buildings, and Lead was addressed in the areas where children under 6 years were living (common areas). Not part of the Lead Grant work.

In addition, ECC is not required to test for Lead in Water as part of the grant, however, ECC in its commitment to Residents, tested for lead in water and has abated any identified lead in water concerns, not using the Lead Grant monies.

Finally, as part of the Lead Grant Work, Planning and Modernization is using the abatement work as an opportunity to educate Residents regarding Lead Based Paint exposure, and Lead Safe practices to ensure a safer environment for children.

Testing results are shared with residents and explained, if needed. State of CT Lead education packet is shared and consultants are available for any technical clarification. Prior to Covid, Lead education packets were available in our lobby.

CFP Tasks

P&M Projects 2020-2022

- **Scattered Sites: Heating and Gas Conversion:** Contract Documents completed. Contract out to bid in September 2019, yielded only one bid, 40% over cost estimate. Re-procurement yielded responsive bid approved by the Board. Construction started April 15, 2021 and original Scope of Work is, 100% complete. Related change order work completed with environmental testing. Final payment and closed out; Reimbursement to the tenants for oil in existing tanks has been completed.
- **Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement:** ECC rescinded previously awarded contract due to COVID considerations. Project was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1

vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is on site. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2, was re-bid, again for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April. Contract out for signature.

- **Robert T. Wolfe Renovations:** A team of architects, engineers, environmental consultants, Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry are proceeding, scheduled for completion early June. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys completed. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8th and 7th floors in February, 2022, and has progressed through the 2nd floor. Additional life health and safety items have been identified and are being addressed concurrently.
- **McConaughy Terrace:** Sanitary and Storm Sewer Improvements; Two (2) bids were received, and the contract was awarded to the lowest responsible bidder. Construction started August 2020, replacing sanitary and storm sewers in sequence; delayed start due to COVID planning for safety of the community. Construction proceeded on schedule, however due to discovery and removal of contaminated soils, a wintertime extension has been given. Additional soil disposal costs and general conditions cost were brought to the BOC. Substantial completion was reached 5/19/2021. This project has replaced all of the damaged and failing storm and sanitary sewer lines which were 70 years old, vastly improving health and safety for the 198 families and 3 communal areas at McConaughy Terrace. Project is closed out.
- **Physical Needs Assessments:** P&M solicited the services of architects and engineers to provide Physical Needs Assessments (PNAs) and Capital Needs Assessments for RAD which are recommended for planning capital and development projects. Procurement scheduled virtual interviews with both respondents. A contractor was selected and approved by the BOC, June 2021. All site inspections for the original scope have been completed. Reports are finalized.

These include individual Replacement Reserves for each of the Scattered Site properties, which is a new and more practical approach. Resident youth was hired as part of the consultants' Section 3 commitment to assist on the project. The contract has been extended for 1 year, with no additional funds to enable ECC the option to request additional reports for development projects.

- **Essex Envelope and Site Fencing:** Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation is proceeding for June 10, 2022, completion.
- **Essex Envelope and Bathroom and Flooring Upgrades:** This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site will begin July 11th, when all long lead-time materials are on site.
- **ECC Design Standard Specifications:** P&M has updated the standard design and construction specifications in a comprehensive manner, soliciting input from the Glendower Group, Operations and 360 Management, to create a practical document for in-house and Consultant use. Project is completed.
- **425B Eastern Street:** P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 425B Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted, and monies will be available for a portion of the repairs. Construction is complete, including change order work completed due to Fire Marshal request, and damage subsequent to design. City sign off received. Project in closeout.
- **IQC Vacancy Contractor:** P&M and Operations working together to support vacant unit upgrade needs through management of 2 IQC painting and clean out contracts, one for high rise units and one for units with residential rates. Current contracts expired; Operation solicited quotes for new contracts which will be managed by Operations with Operations funding.
- **295 Wilmot Road—West Rock Community Center:** Structural Engineering study and cost estimate solicited to support Operations. Two areas identified requiring structural shoring. Shoring quotes solicited, with only 1 quote significantly above the independent cost estimate, and therefore, not accepted. Quotes were solicited for the shoring between Buildings 1&2 and a contract has been awarded. As of 3/7/2022, the shoring in the warehouse area has been completed. The Building is in use.

- **McQueeney Plaza Repair & Upgrades:** A reworking of the plaza at 360 Orange Street has expanded the brick plaza emphasizing and enhancing the entry to the 360 Management client office. In-house design; construction completed and project closed out.
- **Radon Mitigation at Scattered Sites Multi-family, Scattered Sites East and West:** Radon was identified in 8 units of housing in the Scattered Site (SS) Multi-family developments. Mitigation design is completed and out to bid. As part of the Housing Related Hazards Grant, SS East and SS West properties were tested and only a few units came back positive for radon. These units will be addressed under the same contract, with a separate funding source.

The Glendower Group

- **Farnam Courts Phase II**
 - For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases – 4% and 9%.
 - Glendower Farnam Courts 4%, LLC (closest to Farnam 1), will consist of 45 units and Glendower Farnam Courts 9%, LLC will consist of 66 units including 52 affordable, a community building, and a park.
 - 100% drawing completed on January 24, 2020.
 - Haynes Construction has been selected to be the General Contractor for Phase II.
- **Farnam Courts Phase II 4%**
 - Successfully closed on July 7, 2020.
 - Notice to proceed issued to begin work on July 13, 2020.
 - Construction completed and keys turned over on 10/13/21.
 - Closeout process ongoing. Waiting on Environmental closeout reports, draft cost cert. and updated O&M Manuals with survey.
- **Farnam Courts Phase II 9%**
 - Successfully closed on December 17, 2020
 - Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
 - Demolition of former Farnam buildings completed.
 - Phase 2b construction is ongoing and on schedule for 100% substantial completion in May 2022.
 - HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.
- **Westville Manor**

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 occurred on June 20, 2019.
 - The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
 - The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
 - It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.
 - The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
 - It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.
 - Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022.
 - Anticipated closing in 3rd quarter of 2023.
- **RAD Portfolio Award**
 - The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
 - **Group I: Motley, Bush, Harvey and Newhall Garden**
 - Development completed and leased.
 - **Group IIA: Waverly and Stanley Justice and Fulton Park**
 - Development completed and leased.
 - **Group IIB: Valley Townhomes**
 - Submitted financing template to the Resource desk on November 2, 2021
 - HUD concept call completed on October 7, 2021.
 - Closing anticipated to be the August 1, 2022.
 - **Group III: McQueeney, and Celentano**
 - Closed February 27, 2020.
 - Construction began on March 9, 2020.
 - Construction activities are **COVID delay of 8 weeks**. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
 - Final completion for McQueeney October 31, 2021

- Final completion for Celentano October 31, 2021
 - Conversion to permanent financing anticipated to be completed by June 1, 2022.
- **Group IV: Ruoppolo and Fairmont,**
 - Closed on March 11, 2021.
 - Construction began March 15, 2021
 - Final completion for Fairmont Heights May 31, 2022
 - Final completion for Ruoppolo Manor May 31, 2022.
 - Glendower is working on adding elevator code upgrades to Fairmont scope.
- **McConaughy Terrace**
 - For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.
 - Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
 - 90% drawing completed on October 31, 2021 for the 9% phase.
 - LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.
- **McConaughy Terrace 4%**
 - Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
 - Closing anticipated to be on the 4th quarter of 2022.
- **McConaughy Terrace 9%**
 - Submitted a LIHTC application to CHFA on November 12, 2020.
 - Application was awarded under the 2020 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
 - Closing anticipated to be on the 4th quarter of 2022.
- **Scattered Sites**
 - Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnipiac Ave, 1368 Quinnipiac Ave, 1370 Quinnipiac Ave, 1376 Quinnipiac Ave, 1378 Quinnipiac Ave, 1381 Quinnipiac Ave, and 1435 Quinnipiac Ave.
 - Submitted a 9% LIHTC application on January 12, 2022.
 - Anticipated closing in 3rd quarter of 2023.

MEMORANDUM

DATE: June 21, 2022

TO: Board of Commissioners

FROM: Karen DuBois-Walton, Ph.D., President

RE: **RESOLUTION RATIFYING THE EXTENSION OF THE EXCLUSIVE OPTION AGREEMENT BETWEEN THE AUTHORITY D/B/A ELM CITY COMMUNITIES (“ECC”) AND ECC GROUP II A RAD, LLC VALLEY TOWNHOMES FOR THE PERIOD COMMENCING DECEMBER 31, 2021 TO DECEMBER 31, 2022 FOR THE PURPOSE OF OBTAINING FINANCIAL CLOSING**

ACTION Recommend that the Board of Commissioners adopt Resolution Number 06-22/22-R

TIMING: Immediately

BACKGROUND

DISCUSSION: The Board of Commissioners pursuant Resolution #09-147/17-R-R authorized The Glendower Group to serve as the developer for the redevelopment of the HANH RAD Group 2 A Project (i.e. Valley Townhouses Project).

Resolution Number 10-127/18-R authorize ECC to grant ECC Group II A RAD, LLC an exclusive Option Agreement to ground lease all or a portion of the Valley Townhouses Project (the “Project”) for a term necessary to meet the financing requirements of the various funding agencies, lenders and investors, but not to exceed 75 years unless a longer term is required for financing. The Option Price would be the appraised value of the property. The Option Agreement will expire on December 31, 2019.

Resolution Number 12-105/20-S extended the option agreement from December 31, 2019 to December 31, 2021 for the purpose of obtaining financial closing for the redevelopment of Valley Townhomes.

This Resolution is seeking ratification to extend the option agreement from December 31, 2021 to December 31, 2022 for the purpose of obtaining financial closing for the redevelopment of Valley Townhomes.

FISCAL IMPACT: \$1.00 yearly

STAFF: Ed Lachance, Vice President

Housing Authority of the City of New Haven

Resolution Number 06-22/22-R

RESOLUTION RATIFYING THE EXTENSION OF THE EXCLUSIVE OPTION AGREEMENT BETWEEN THE AUTHORITY D/B/A ELM CITY COMMUNITIES (“ECC”) AND ECC GROUP II A RAD, LLC VALLEY TOWNHOMES FOR THE PERIOD COMMENCING ENDING DECEMBER 31, 2021 TO DECEMBER 31, 2022 FOR THE PURPOSE OF OBTAINING FINANCIAL CLOSING

WHEREAS, the Board of Commissioners pursuant Resolution #09-147/17-R-R authorized The Glendower Group to serve as the developer for the redevelopment of the HANH RAD Group 2 A Project (i.e. Valley Townhouses Project); and

WHEREAS, ECC has determined that it would be in its best interest to convert Valley Townhouses to project based rental assistance under the Rental Assistance Demonstration Program; and

WHEREAS, ECC has included or will include said conversion of the Project in its Annual Moving to Work Plan; and

WHEREAS, Resolution Number 10-127/18-R authorized ECC to grant ECC Group II A RAD, LLC an exclusive Option Agreement to ground lease all or a portion of the Valley Townhouses Project (the “Project”) for a term necessary to meet the financing requirements of the various funding agencies, lenders and investors, but not to exceed 75 years unless a longer term is required for financing commencing October 31, 2018 and ending December 31, 2019; and

WHEREAS, Resolution Number 12-105/20-S extended the option agreement from December 31, 2019 to December 31, 2021 for the purpose of obtaining financial closing for the redevelopment of Valley Townhomes; and

WHEREAS, this Resolution is seeking ratification to extend the option agreement from December 31, 2021 to December 31, 2022 for the purpose of obtaining financial closing for the redevelopment of Valley Townhomes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN d/b/a ELM CITY COMMUNITIES, that:

1. This resolution authorizes the ratification to extend the option agreement between Housing Authority City of New Haven d/b/a Elm City Communities (“ECC”) and ECC RAD IIA, LLC for the period commencing December 31, 2021 to December 31, 2022.
2. The President is hereby authorized to take any and all such action and execute such documents as necessary to effectuate the terms and conditions of this Resolution.
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton, Ph. D.
President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

Terms And Conditions of Ground Lease

1. The Property shall be developed as mixed finance housing under the federal Rental Assistance Demonstration Program and Section 42 of the Internal Revenue Codes. Any change in use subject to approval of HANH, in its sole and absolute discretion.
2. The term of the Ground Lease shall be seventy-five (75) years.
3. Subject to approval by the U.S. Department of Housing and Urban Development, Ground Lease Payments by The Glendower Group or its assignee to HANH shall be in an amount of the appraised value of the property.
4. HANH shall provide environmental testing, surveys and related due diligence work.
5. ECC Group IIA RAD, LLC shall complete the Project within thirty-six (36) months of the exercise of the option to ground lease the Property (the "Completion Date"). In the event that the Project is not completed by the Completion Date, the Property shall revert to HANH.
6. The ECC Group IIA RAD Redevelopment Corporation shall be the managing member of the Development Entity and responsible for the day-to-day operations of the Development Entity.
7. ECC Group IIA RAD, LLC December 31, 2019 shall obtain all financing necessary for the construction and completion of the Project.
8. HANH shall seek permission to dispose of the property in accordance with Connecticut General Statutes Section 8-64a.

DRAFT 4.1.22

HANH GROUND LEASE AGREEMENT

LANDLORD:

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

360 Orange Street

New Haven, Connecticut 06511

TENANT:

ECC GROUP II A RAD, LLC

360 Orange Street

New Haven, Connecticut 06511

Dated as of _____, 2022

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[TO BE FINALIZED]

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**HANH GROUND LEASE AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
AND ECC GROUP II A RAD, LLC**

BASIC LEASE INFORMATION

DATE: As of _____, 2022

LANDLORD: HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

TENANT: ECC GROUP II A RAD, LLC, a Connecticut limited liability company

PREMISES: CERTAIN PREMISES SITUATED IN THE CITY OF NEW HAVEN, COUNTY OF NEW HAVEN, STATE OF CONNECTICUT, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"

BASE RENT: \$10.00 for the Term

COMMENCEMENT DATE: As of _____2022

TERM: THE 98- YEAR PERIOD BEGINNING ON THE COMMENCEMENT DATE AND ENDING ON _____, 2120

LANDLORD'S ADDRESS FOR NOTICES: 360 ORANGE STREET
NEW HAVEN, CT 06511
ATTN: EXECUTIVE DIRECTOR

TENANT'S ADDRESS FOR NOTICES: 360 ORANGE STREET
NEW HAVEN, CT 06511
ATTN: MANAGING MEMBER

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, the provisions of the Lease will prevail.

HANH GROUND LEASE AGREEMENT

THIS HANH GROUND LEASE AGREEMENT (this “Lease”) effective as of _____, 2022 is by and between the **HOUSING AUTHORITY OF THE CITY OF NEW HAVEN**, a public body corporate and public organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511 (“**Landlord**” or “**HANH**”), and **ECC GROUP II A RAD, LLC**, a Connecticut limited liability company with a principal place of business located at 360 Orange Street, New Haven, Connecticut 06511 (“**Tenant**”).

ARTICLE 1 - RECITALS

WHEREAS, Landlord is the public housing authority authorized to operate public housing in the City of New Haven, Connecticut; and

WHEREAS, Tenant is a limited liability company whose managing member is ECC Group II A RAD Redevelopment Corporation, whose sole shareholder is The Glendower Group, Inc., an instrumentality of Landlord; and

WHEREAS, Landlord is the fee simple owner of the land and improvements located thereon, located in the City of New Haven, County of New Haven, and State of Connecticut, all as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Demised Premises**”); and

WHEREAS, Tenant intends to develop apartment units and related site improvements on the Demised Premises as an affordable housing development to be known as Valley Street Townhomes (the “**Development**”); and

WHEREAS, the Development will consist of the construction of forty (40) units of residential housing, consisting of thirty-two (32) units subject to all requirements applicable to the Rental Assistance Demonstration (“**RAD**”) program (“**RAD Units**”) and eight (8) market rate units, all of which will be developed and constructed by Tenant on the Demised Premises, all as more particularly described and set forth in the Plans and Specifications. Such RAD Units will also be operated and maintained as qualified low-income units under Section 42 of the Internal Code of 1986, as amended (“**Section 42**”), for a period of not less than the compliance period and any applicable extended use period (as such terms are defined in Section 42); and

WHEREAS, the United States Department of Housing and Urban Development (“**HUD**”) has issued a Rental Assistance Demonstration (“**RAD**”) Conversion Commitment to provide Section 8 Assistance for the RAD Units in the Development; and

WHEREAS, Tenant wishes to ground lease from Landlord, pursuant to this Lease, the Demised Premises, on which Tenant will construct the Development.

WHEREAS, Tenant intends to enter into one or more financial arrangements for the purpose of financing a portion of the cost of acquiring, constructing, furnishing and equipping the Improvements (as defined below), which financial arrangements will be secured, in whole or in part, by one or more mortgages on Tenant's leasehold interest in the Demised Premises, and

Landlord has agreed to consent to the granting of such security interests in connection with such financial arrangements, including the granting of one or more mortgages to the lenders set forth in **Exhibit D** attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of these presents, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

ARTICLE 2 - DEFINITIONS

Capitalized terms used in this Lease shall have the meanings referred to below.

Section 2.1 “Act” - shall mean the United States Housing Act of 1937, as amended from time to time, and any subsequent legislation.

Section 2.2 “Additional Rent” - See Section 18.1

Section 2.3 “Admissions and Continued Occupancy Agreement” – shall mean HANH’s duly adopted Section 8 Administrative Plan with respect to the RAD Units.

Section 2.4 “Base Rent” - See Section 7.1

Section 2.5 [INTENTIONALLY OMITTED]

Section 2.6 “City” - See Section 4.2

Section 2.7 “Commencement Date” - See Basic Lease Information

Section 2.8 “Completion Date” - shall mean _____, 2023.

Section 2.9 [INTENTIONALLY OMITTED]

Section 2.10 [INTENTIONALLY OMITTED]

Section 2.11 [INTENTIONALLY OMITTED]

Section 2.12 “Cooperation Agreement” - shall mean that certain Cooperation Agreement by and among the City of New Haven, Landlord, The Glendower Group, Inc. and Tenant dated _____, 2022, governing the Development.

Section 2.13 [INTENTIONALLY OMITTED]

Section 2.14 “Demised Premises” – See Article 1.

Section 2.15 “Environmental Laws” – See Section 11.6

Section 2.16 “Environmental Reports” - See Section 5.1(g)

Section 2.17 “Event of Default” - See Section 18.2

Section 2.18 [INTENTIONALLY OMITTED]

Section 2.19 “Governmental Authorities” - See Section 4.2

Section 2.20 “HAP Contract” shall mean the Housing Assistance Payments Contracts by and between Landlord and Tenant with respect to the RAD Units.

Section 2.21 “HANH” – See Preamble

Section 2.22 “Hazardous Materials” – See Section 11.6

Section 2.23 “HUD” – shall mean the U.S. Department of Housing and Urban Development

Section 2.24 “Improvements” - shall mean the nine (9) residential buildings to be constructed on the Demised Premises consisting of forty (40) residential apartments, together with a new community building and related site improvements including, without limitation, drainage, utilities, parking and landscaping.

Section 2.25 “Landlord” - See Preamble

Section 2.26 “Lease” - See Preamble

Section 2.27 [INTENTIONALLY OMITTED]

Section 2.28 [INTENTIONALLY OMITTED]

Section 2.29 “LIHTC” - shall mean Low Income Housing Tax Credits as provided in Section 42 of the Internal Revenue Code, as amended.

Section 2.30 “Loan Agreement” – shall mean the Moving to Work Funds Construction and Permanent Loan Agreement by and between Landlord and Tenant, of even date herewith, in connection with a loan from Landlord to Tenant in the maximum principal amount of \$3,173,640.00.

Section 2.31 “Loan Documents” - shall have the meaning set forth in the Loan Agreement.

Section 2.32 “Management Agent” - shall mean 360 Management Group, Co. and its successors and assigns.

Section 2.33 [INTENTIONALLY OMITTED]

Section 2.34 [INTENTIONALLY OMITTED]

Section 2.35 “Operating Expenses” - See Section 8.2

Section 2.36 “Operating Agreement” - shall mean that certain Amended and Restated Operating Agreement of Tenant of substantially even date herewith as may be further amended.

Section 2.37 [INTENTIONALLY OMITTED]

Section 2.38 “Permitted Use” - See Section 10.1

Section 2.39 [INTENTIONALLY OMITTED]

Section 2.40 “Plans and Specifications” - shall have the meaning set forth in the Loan Agreement.

Section 2.41 “Premises” – shall mean the Demised Premises and the Improvements constructed thereon.

Section 2.42 [INTENTIONALLY OMITTED]

Section 2.43 [INTENTIONALLY OMITTED]

Section 2.44 “RAD” - shall mean HUD's Rental Assistance Demonstration Program.

Section 2.45 “RAD Requirements” - shall mean the Consolidated and Further Continuing Appropriations Act of 2012 (the “RAD Program”), including, but not limited to (1) the Consolidated and Further Continuing Appropriations Act of 2012, and all applicable statutes and any regulations issued by HUD for the RAD Program, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices (including, but not limited to, HUD Notice H-2019-09, PIH-2019-23 (HA), Rev-4, as it may be amended from time to time), and Mortgagee letters (if any) for the RAD Program, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in the applicable closing document rather than add or delete provisions from such document. In the event of any conflict among the foregoing authorities, then the Act, the RAD Use Agreement and the HAP Contract (in that order of primacy, in the event of conflict there among, and including any waivers granted pursuant thereto or pursuant to HUD regulations applicable to privately owned mixed-finance communities) shall control.

Section 2.46 “RAD Use Agreement” - shall mean that certain Rental Assistance Demonstration Use Agreement by and between HUD, Landlord and Tenant of even date herewith, and all the documents named therein, with respect to permitted uses of the property and rights of potential beneficiaries and any riders or amendments to the RAD Use Agreement approved by HUD, Tax Credit Investor, and Mortgagees. In the event of any conflict between the provisions of the RAD Use Agreement and this Lease, the RAD Use Agreement shall govern.

Section 2.47 [INTENTIONALLY OMITTED]

Section 2.48 “Regulatory Default” — See Article 18.4(a)

Section 2.49 [INTENTIONALLY OMITTED]

Section 2.50 “Rent” - shall mean, collectively, Base Rent and Additional Rent.

Section 2.51 “Restoration” - See Section 17.1

Section 2.52 “Tax Credit Investor” – shall mean BFIM 481 Housing Fund III Limited Partnership, a Massachusetts limited partnership, and its successors and assigns.

Section 2.53 “Tax Credit Requirements” - shall mean any and all matters required under Section 42 of the Internal Revenue Code of 1986, as amended (“Section 42”), the Connecticut Housing Finance Authority (“CHFA”) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, regulations thereunder, or CHFA’s requirements.

Section 2.54 “Tax Credit Units” - See Section 4.1

Section 2.55 “Tenant”- See Preamble

Section 2.56 “Term” - See Section 6.1

Section 2.57 [INTENTIONALLY OMITTED]

Section 2.58 “Transfer” - See Section 12.1

ARTICLE 3 - DEMISE OF LEASEHOLD INTEREST

Section 3.1 Lease to Tenant. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Demised Premises, upon the terms and conditions stated herein. The Demised Premises are leased (a) subject only to (i) any state of facts an accurate survey of the Demised Premises would show, (ii) any state of facts a personal inspection would show, (iii) rights, easements and restrictions of record, (iv) present and future zoning laws, ordinances, resolutions and regulations of any governmental authority and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, and (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, sub-lessees or occupants of the Demised Premises; and (b) with the right to pass and repass over all existing and future ways and public areas located on, in or appurtenant to the Demised Premises, and the right to use such other portions of the Demised Premises and all utilities and service conduits and facilities thereon to facilitate the development of the Improvements pursuant to the Plans and Specifications.

Section 3.2 Services by Landlord. Except as otherwise provided herein, it is expressly agreed that Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant. Nothing herein shall modify the terms of any separate agreement between Tenant and Landlord.

Section 3.3 Quiet Enjoyment. Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations, and conditions of this Lease.

Section 3.4 [INTENTIONALLY OMITTED]

ARTICLE 4 - IMPROVEMENTS

Section 4.1 Improvements to be Constructed. Tenant or its successors and assigns shall construct or cause the Improvements to be constructed on the Demised Premises, at its sole expense, no later than the Completion Date. Of the forty (40) residential apartments to be constructed on the Demised Premises, thirty-two (32) shall be operated and maintained as RAD Units for the term required by the RAD Use Agreement in accordance with the RAD Requirements and the terms and conditions of this Lease. All of the RAD Units shall be rented for the period required by the Tax Credit Requirements to households with incomes at or below fifty percent (50%) of the area median income (the "Tax Credit Units") at initial occupancy, and all of the residential apartments shall be operated in accordance with a management agreement and a management plan of substantially even date herewith, by and between Tenant and Management Agent. Tenant shall take no action to effectuate any material amendments, modifications or any other material alterations to the Plans and Specifications without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

Section 4.2 Compliance with Laws. The Improvements shall be rehabilitated and/or constructed in good and workmanlike manner and in conformance with all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Improvements (collectively, "Governmental Authorities"), including, insofar as applicable, HANH, HUD, and the City of New Haven (the "City").

Section 4.3 Approvals, Permits and Licenses. Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the construction and/or rehabilitation, development, use, operation, and occupancy of the Improvements, all in accordance with the Plans and Specifications. Landlord agrees to cooperate with and publicly support Tenant's efforts to obtain such permits and licenses that are in accordance with the Plans and Specifications. If required, Landlord shall consent and allow Tenant to apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required for the construction and/or rehabilitation, development, use, operation, and occupation of the Improvements, in the name of Landlord, at Tenant's sole cost and expense.

Section 4.4 Purchase and Ownership of Improvements. Landlord and Tenant acknowledge and agree that during the entire Term, Tenant shall be accorded all of the burdens and benefits of ownership of the Demised Premises and all Improvements existing or to be constructed on the Demised Premises. Accordingly, at all times during the Term, Tenant shall be

deemed to exclusively own the Improvements for federal income tax purposes, and Tenant alone shall be entitled to all of the tax attributes of ownership thereof, including, without limitation, the right to claim depreciation or cost recovery deductions, the right to claim federal low-income housing tax credits available to Tenant under Section 42 with respect to the Improvements, and the right to amortize capital costs and to claim any other federal tax benefits attributable to the Improvements. At the expiration of the Term by the passage of time or otherwise, indefeasible fee simple title in and to the Improvements shall automatically vest in Landlord.

Section 4.5 Amendments of Lease. Landlord shall (subject to any required HUD approvals), from time to time upon written request of Tenant, its successors and assigns, and/or any Mortgagee, grant and convey or join with Tenant in granting and conveying any and all easements, interests and/or dedications which are necessary, in Tenant's determination, to transfer or dedicate any public utilities or other infrastructure now existing or hereafter constructed on, under or over the Demised Premises or serving the Demised Premises to appropriate public authorities or utility companies, and will, from time to time, do such other things, take such other actions and enter into any and all agreements which are necessary in furtherance of the foregoing. Landlord agrees to respond as promptly as is practicable to each request by Tenant for such easements, interest and/or dedications. Tenant agrees that all actual and reasonable out-of-pocket costs and expenses incurred by Landlord in connection with the actions taken pursuant to this Section 4.5 shall be expenses of the Project and, as such, shall be recoverable in full by Landlord.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.1 Landlord's Representations and Warranties. Landlord hereby represents and warrants to Tenant that

- (a) Landlord has full right, power, and authority to make, execute, deliver, and perform its obligations under this Lease. Landlord has obtained all required and necessary consents and approvals to enter into this Lease with Tenant. The entry by Landlord into this Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound.
- (b) Except for former residents with a right of return pursuant to the RAD Use Agreement, there are no tenants, lessees or other occupants of the Demised Premises having any right or claim to possession or use of the Demised Premises.
- (c) There are no unpaid special assessments of which Landlord has received notice, or of which Landlord is otherwise aware for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Demised Premises.

- (d) Upon the relocation of all existing residents, then except for former residents with a right of return as provided in the RAD Use Agreement, Landlord will not be obligated under any contract, lease, or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale, or financing of the Demised Premises (other than contracts or agreements described in the RAD Use Agreement).
- (e) To the best of Landlord's knowledge, there is no action, suit, litigation, or proceeding pending or, to Landlord's knowledge, threatened against Landlord which could prevent or impair Landlord's entry into this Lease and/or performance of its obligations hereunder.
- (f) The person signing this Lease on behalf of Landlord is duly and validly authorized to do so.
- (g) Except as may be referenced in those environmental reports referenced at **Exhibit E** (collectively, the "Environmental Report"), to the best of Landlord's information, knowledge and belief, there are no Hazardous Materials or underground storage tanks located in, on or under the Demised Premises. Except as may be referenced in the Environmental Report, to the best of Landlord's information, knowledge and belief, no notice from any governmental authority or any person has ever been issued to Landlord, its agents or employees, claiming any violation of any Environmental Law with respect to the Demised Premises.
- (h) Landlord is the fee simple owner of the Demised Premises free and clear of all liens and encumbrances except as expressly set forth herein and Landlord covenants and agrees that it shall not mortgage or otherwise encumber all or any portion of its fee interest in the Demised Premises without the prior written consent of Tenant, Tax Credit Investor, and Mortgagee.

Section 5.2 Tenant's Representations and Warranties. Tenant hereby warrants and represents to Landlord that:

- (a) Tenant is a duly organized, lawfully existing limited liability company validly existing under the laws of the State of Connecticut.
- (b) Tenant has the full right, power, and authority to make, execute, deliver, and perform its obligations under this Lease.
- (c) Tenant's execution and delivery of this Lease has been authorized by all requisite action on the part of Tenant and its managing member, and the execution and delivery of this Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound.

- (d) There is no action, suit, litigation, or proceeding pending or, to Tenant's knowledge, threatened against Tenant or any Tenant affiliate which could prevent or impair Tenant's entry into this Lease and/or the full and complete performance of its obligations hereunder.
- (e) The person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

ARTICLE 6 - TERM

Section 6.1 Term of Lease. The term of this Lease shall be, unless sooner terminated in accordance with the provisions hereof, for a period of ninety-eight (98) years commencing upon the Commencement Date and ending on _____ 1, 2120 (the "Term").

ARTICLE 7 - RENT; PURCHASE PRICE

Section 7.1 Base Rent. Tenant shall pay the Base Rent in the amount of \$10.00 to Landlord on the date hereof as consideration of the Premises for the Term, which payment has been made in full as of the date of this Lease.

Section 7.2 Payments by Tenant. Unless otherwise expressly set forth in this Lease, all costs, expenses, liabilities, charges, or other deductions whatsoever with respect to the Demised Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use, or occupation of the Demised Premises or the Improvements or both, shall be the responsibility of and paid by Tenant.

ARTICLE 8 – TAXES; OPERATING EXPENSES

Section 8.1 Taxes. Tenant shall pay or reimburse Landlord for any and all real property taxes which are assessed against the Demised Premises by any taxing authority after the Commencement Date and any payments required by the Cooperation Agreement or any cooperation agreement providing for payments in lieu of taxes which may at any time in the future be entered into by Tenant with the City. Landlord shall pay all other local, state, or federal taxes assessed against Landlord, if any; local, state, or federal capital levy of Landlord, if any; or sales, excise, franchise, gift, estate, succession, inheritance taxes, of Landlord, if any.

Section 8.2 Property Operating Expenses. Tenant shall pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance, and repair of the Demised Premises, including the Improvements (collectively, "Operating Expenses").

ARTICLE 9 - INSURANCE

Section 9.1 Tenant's Insurance. Tenant agrees, at its sole expense, to procure and maintain at all times during the term of this Lease the types of insurance specified below, and on the terms specified below, in order to protect Landlord from the liability arising from the negligence of the Tenant, its officers, subcontractors, joint venture, members, partners, agents or employees. The insurance carriers used by Tenant must be authorized to conduct business in the State of Connecticut and shall have a BEST Rating of not less than an "A-" except where noted. The insurance provided shall cover all operations under this Lease, whether performed by Tenant, its agents, or by its subcontractors. In the event of the failure or insolvency of any insurer of Tenant which results in the failure of such insurer to pay for a claim that would otherwise be covered under Tenant's policy of insurance with the same, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, suits, liability and damages which might result therefrom, including but not limited to reasonable attorneys' fees and the costs of defending the same.

- (a) Workers Compensation and Occupational Disease Insurance. If Tenant has employees, Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Connecticut along with Employer's Liability in an amount of not less than \$1MM/\$1MM /\$1MM.
- (b) Commercial Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess). Tenant shall obtain and maintain Commercial Liability Insurance provided with a limit of not less than One Million Dollars (\$1,000,000) per occurrence with and a per project aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000), with an excess coverage endorsement for \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Tenant's officers, employees, agents, subcontractors, invitees and guests and their personal property. Landlord shall be endorsed as an additional insured on the Tenant's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to Landlord.
- (c) Automobile Liability Insurance. When any motor vehicles (owned, non-owned and/or hired and for insured/underinsured motorists' coverage) are used in connection with the operation of the Demised Premises, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. Landlord shall be endorsed as an additional insured on Tenant's policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to Landlord.

- (d) Excess Liability Coverage. Excess Liability coverage, if applicable, is to follow form of all Primary coverage requirements as outlined above.
- (e) Certificates of Insurance. Prior to the issuing of the Notice to Proceed by the Landlord, Tenant and its construction manager shall furnish Landlord with satisfactory evidence (subject to approval of Landlord) that Tenants and its construction manager have the insurance coverage set forth in clause (b) and clause (c) above which shall name Landlord as an additional named insured. Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Lease, and shall contain a provision that the policy will not be canceled or changed until 30 days after the Landlord has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.
- (f) Tenant shall advise all insurers of the contract provisions regarding insurance. The failure of Tenant to notify insurers of the contract provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease and the Landlord retains the right to stop work until satisfactory evidence of insurance is provided.
- (g) Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Purchasing and Contracts Department of Landlord prior to expiration of insurance coverage. At the Landlord's option, non-compliance will result in one or more of the following actions after written notice to Tenant and reasonable opportunity to cure (but no less than fifteen (15) days): (1) The Landlord shall purchase insurance on behalf of Tenant and will charge back all costs to Tenant; or (2) Tenant shall be immediately removed from the Demised Premises and the Lease terminated. The receipt of any certificate does not constitute agreement by HANH that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Lease. The insurance policies shall provide for thirty (30) days written notice to be given to Landlord in the event coverage is substantially changed, canceled or non-renewed.
- (h) If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Lease and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. Tenant shall maintain coverage for the duration of this Lease. Any extended reporting period premium (tail coverage) shall be paid by Tenant.
- (i) Not less than annually, Tenant shall provide to Landlord certificate of insurance naming Landlord as an additional named insured, and a certified

copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide Landlord thirty (30) days prior written notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

- (j) Tenant shall require all subcontractors to carry the insurance required herein or Tenant may provide the coverage for any or all of its construction managers, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in this Section 9.1. Evidence of such coverage must be submitted to Landlord not later than fifteen (15) days prior to the date on which such construction manager is to begin work on the Demised Premises.
- (k) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by Landlord shall be only for the benefit of Landlord and shall apply in excess of and will not contribute with insurance provided by Tenant under this Lease.
- (l) Landlord and Tenant hereby acknowledge and agree that Tenant will be deemed to comply with the above-referenced insurance requirements in this Section 9.1 so long as it carries the minimum insurance requirements required under Exhibit C of the Operating Agreement.

Section 9.2 Waiver of Insured Claims. Each of Landlord and Tenant hereby waives right of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance.

ARTICLE 10 - USE OF DEMISED PREMISES: COVENANTS RUNNING WITH THE LAND

Section 10.1 Permitted Use. Tenant will cause the Demised Premises to be used in a commercially reasonable manner and only for the purposes permitted in this Lease. Without limiting the previous sentence, Tenant will cause a minimum of thirty-two (32) residential apartments to be used as affordable rental housing only in the manner permitted by the following, each and to the extent applicable to the residential apartments on the Demised Premises and for so long as such requirements remain in effect in accordance with their respective terms: (i) the RAD Use Agreement which is recorded on the land records of the City of New Haven, to which reference may be had and any modification, renewal, or replacement of the RAD Use Agreement which is approved in writing by HUD; (ii) all RAD Requirements, which requirements constitute a covenant running with the land that is intended to benefit and encumber the RAD Units for so long as such requirements are in effect pursuant to the RAD Use Agreement; (iii) any and all documents including modifications, renewals, or replacements required by the Tax Credit Requirements including the Extended Low-Income Housing Commitment of substantially even date herewith, which is recorded in the land records of the City of New Haven, to which reference may be had; and (iv) any and all documents including modifications, renewals or replacements required by the HAP Contract. Such covenants

contained therein are intended to create covenants running with the land and shall also be binding upon Tenant's successors and assigns, including any entity which succeeds to Tenant's interest in the Demised Premises by foreclosure or an instrument in lieu of foreclosure, so long as such covenant remains in effect, unless otherwise provided in the relevant restrictive document.

Section 10.2 Compliance with Laws. Tenant shall not use or occupy, or suffer or permit any portion of the Demised Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant shall comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body having jurisdiction over the Demised Premises.

ARTICLE 11 - ENVIRONMENTAL COVENANTS AND INDEMNITIES

Section 11.1 Tenant's Environmental Covenants. Without limiting any of Tenant's other covenants, agreements and obligations set forth in this Lease, Tenant hereby specifically covenants and agrees to fulfill the obligations set forth below with respect to environmental matters:

- (a) Tenant shall comply with all Environmental Laws (as defined in Section 11.6, below) applicable to Tenant relative to the Demised Premises, the Improvements, and Tenant's use of the Demised Premises. All required governmental permits and licenses issued to Tenant and associated with the Demised Premises and the Improvements shall remain in effect or shall be renewed in a timely manner, and Tenant shall comply therewith. All Hazardous Materials present, handled or generated or used by Tenant on the Demised Premises which are removed from the Demised Premises by Tenant shall be transported and disposed of in a lawful manner.
- (b) Tenant shall provide Landlord with copies of all forms, notices and other information received by or on behalf of Tenant concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any government agency.
- (c) Tenant shall not itself, and Tenant shall not permit any other person, including, but not limited to, third parties with whom Tenant contracts in regard to this Lease, to bring onto the Demised Premises any Hazardous Materials (other than quantities of such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction and operation of the Improvements, and any repair, maintenance, or replacement thereof). Tenant shall be liable for the consequences of and responsible for proper removal and lawful disposal, at its sole cost and expense, any Hazardous Materials brought onto the Demised Premises resulting from a default under this Section and shall be

responsible for all costs and expenses associated with the remediation of any Hazardous Materials on the Demised Premises as set forth in the Plans and Specifications, as the case may be.

- (d) In the event that Tenant or any subcontractor encounters any Hazardous Materials on the Demised Premises, Tenant shall immediately notify Landlord in writing and comply with all laws, ordinances, regulations and orders of all governmental, regulatory, and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect thereto.

Section 11.2 Landlord's Environmental Covenants. Without limitation of any of Landlord's other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters:

- (a) Landlord shall not be liable for any Hazardous Materials on the Demised Premises unless the Landlord or its agents, contractors or employees cause such Hazardous Materials after the Commencement Date, or the Landlord had actual knowledge of such Hazardous Materials and failed to disclose the same to Tenant in writing before the Commencement Date, or such Hazardous Materials are brought onto the Demised Premises by the Landlord or any of its agents, contractors or employees after the Commencement Date.
- (b) Landlord shall comply with all Environmental Laws applicable to Landlord relative to the Demised Premises. All required governmental permits and licenses issued to Landlord and associated with the Demised Premises shall remain in effect or shall be renewed in a timely manner, and Landlord shall comply therewith. All Hazardous Materials present, handled or generated or used by Landlord on the Demised which are removed from the Demised Premises shall be transported and disposed of in a lawful manner.
- (c) Landlord shall provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or any violations of Environmental Laws at or relating to the Demised Premises when and as supplied to any governmental agency.
- (d) Without limiting any responsibilities of the Landlord and Tenant under this Lease, including, without limitation, the Landlord's liability under clause (a) above, to the extent there are any unforeseen remediation costs with respect to the Demised Premises for an environmental condition, which is not identified in the Environmental Report, Landlord will work in good faith with the Tenant to identify third-party funding sources to assist Tenant to pay for such unforeseen remediation costs.

Section 11.3 Tenant's Environmental Indemnity. Tenant covenants and agrees to and shall indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

- (a) any Hazardous Materials which are first placed on, in, or under all or any portion of the Demised Premises after the Commencement Date until the expiration or an earlier termination of this Lease; or
- (b) any violation of any Environmental Laws by Tenant at or relating to the Demised Premises.
- (c) Tenant shall indemnify and hold harmless Landlord, its officers, employees, agents, contractors, and directors from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of Tenant, its agents, contractors, subcontractors, servants, employees, or invitees, which shall constitute a breach of the Tenant's obligations under this Lease. If any party performing work for the Tenant on the Demised Premises shall assert any claim against the Landlord on account of any damage alleged to have been caused by reason of the negligent acts or intentional misconduct of the Tenant, its agents, servants, employees, invitees or contractors (including, without limitation, its construction contractor), Tenant shall defend at its own expense any suit based upon such claim, and if any judgment or claim against Landlord shall be allowed, Tenant shall immediately pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith. The obligations, indemnities, and liabilities of Tenant under this Section 11.3 shall not extend to any liability caused by the negligence of HUD, Landlord, or their affiliates, employees, contractors or agents, nor to any Hazardous Materials with respect to which the Landlord had actual knowledge but did not disclose in writing to Tenant. Tenant's liability hereunder shall not be limited to any provisions or limits of insurance set forth in this Lease. Tenant shall not be liable for any claims that result from the action or inaction of Landlord or its affiliates, contractors, agents or employees with respect to their obligations under this Lease or any other agreement between the parties. Tenant's obligations under this section shall survive termination of this Lease.

Section 11.4 Landlord's Environmental Indemnity. Landlord covenants and agrees to indemnify, defend and hold Tenant, its officers, members, employees, agents, contractors and directors free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed

upon, reasonably incurred by or asserted or awarded against Tenant in connection with or arising from:

- (a) any Hazardous Materials which are first placed on, in, or under all or any portion of the Demised Premises prior to the Commencement Date; and
- (b) any violation of any Environmental Laws by Landlord at or relating to the Demised Premises which is not a condition existing prior to the Commencement Date; and
- (c) Except as otherwise set forth in Section 11.3 hereinabove, Landlord shall be responsible for all costs and expenses associated with the remediation of any Hazardous Materials and shall indemnify and hold harmless Tenant, its partners, officers, directors, employees and agents, from all claims, actions, demands, costs, expenses and attorneys' fees arising out of, attributable to or otherwise occasioned, in whole or in part, by an act or omission of Landlord, its agents, contractors, servants, employees, or invitees.

Section 11.5 Survival. The agreements, representations and warranties of Landlord and Tenant respectively in this Article 11 shall survive the expiration or early termination of this Lease.

Section 11.6 Certain Definitions.

"Environmental Laws" means any applicable present or future federal, state, or local law, ordinance, rule, regulation, permit, license, or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect

"Hazardous Materials" means:

- (a) "hazardous substances" as defined by CERCLA;
- (b) "hazardous wastes," as defined by RCRA;
- (c) any hazardous, dangerous or toxic chemical, waste, pollutant, contaminant or substance ("pollutant") within the meaning of any Environmental Law prohibiting, limited or otherwise regulating the use, exposure, release,

emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

- (d) petroleum crude oil or fraction thereof;
- (e) any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof;
- (f) asbestos-containing materials in any form or condition; or
- (g) polychlorinated biphenyls in any form or condition.

ARTICLE 12 - ASSIGNMENTS AND TRANSFERS

Section 12.1 Consent Required. Except as expressly provided herein, Tenant shall not, without the prior written consent of Landlord and HUD, assign, transfer or otherwise convey this Lease or any interest herein or in the Demised Premises or the Improvements (a “Transfer”), except insofar as permitted by, and subject to the terms and conditions of, applicable laws and regulations, including, without limitation, all RAD Requirements and the RAD Use Agreement, and Landlord hereby consents to those transfers permitted by the RAD Requirements and RAD Use Agreement. Any attempted assignment by Tenant without such consents, except for a transfer to Landlord, shall be null and void without further action required by Landlord or HUD or both. Without limiting the foregoing provisions of this Section 12.1, the following are permitted by Landlord and shall not require the prior written consent of Landlord or HUD: (i) subleases of the residential apartments in the Improvements to residential tenants. For clarification purposes, a Transfer shall not be deemed to constitute a direct or indirect transfer of the Tax Credit Investor’s interest in the Tenant or the removal and replacement of the managing member of the Tenant by the Tax Credit Investor pursuant to the terms and provisions of the Operating Agreement.

Section 12.2 Subsequent Assignment. In cases where Landlord’s consent is required, Landlord’s consent to one Transfer shall not be construed as a waiver of the requirement of its consent to any subsequent Transfer.

Section 12.3 Request for Consent. If Tenant requests Landlord’s consent to a specific Transfer, Tenant shall provide to Landlord such information as may reasonably be required by Landlord and, if applicable, as may be required by HUD. Without limiting the provisions of this Article 12, Landlord agrees that upon the reasonable written request of any Mortgagee, it shall, if appropriate, cause the proposed transferee of a Transfer which requires Landlord’s consent to execute and deliver a subordination and/or non-disturbance agreement (containing commercially reasonable provisions) to such Mortgagee.

Section 12.4 Transfer by Tenant. It shall be deemed to be a Transfer requiring the consents set forth in Section 12.1 above in the event of any attempt by Tenant to (a) demolish all or any material portion of the Improvements, except as set forth in the Plans and Specifications, or (b) so long as the Demised Premises are subject to the RAD Use Agreement, make or permit any voluntary or involuntary, total or partial, sale, lease, assignment, conveyance, mortgage,

pledge, hypothecation, encumbrance, or other transfer of any portion or all of the Demised Premises, the RAD Units, or the rest of the Improvements, other than in accordance with all RAD Requirements and the prior written consent of HUD and Landlord, which Landlord consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding anything in this Lease to the contrary, by its execution of this Lease, Landlord shall be deemed to have consented to (i) the execution, delivery and recordation of the Mortgages and the liens created thereby, and (ii) normal uses associated with the operation of the Demised Premises.

Section 12.5 Transfers to and by Mortgagee(s). Notwithstanding anything to the contrary herein, Landlord's consent shall not be required: (a) for a transfer by Tenant of its interests in the Demised Premises to a Mortgagee pursuant to the applicable Mortgage and applicable laws or to a transfer by a Mortgagee of its interest in the Demised Premises, however acquired; or (b) for any modification of a Mortgage, including, without limitation, a refinancing of a Mortgage at its maturity date.

ARTICLE 13 - FINANCING AND TAX CREDIT INVESTOR

Section 13.1 Right to Mortgage. On even date herewith, Tenant, its successors and assigns, may grant one or more mortgages of its leasehold interest in the Demised Premises to lenders (each, a "Mortgage"). The Mortgagee(s) as of the date hereof are listed on **Exhibit D** attached hereto and incorporated herein by this reference (each, a "Mortgagee" and, together, "Mortgagees"). Except for those mortgages relating to the Mortgagees set forth in **Exhibit D**, future mortgages of the Demised Premises shall be subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. In no event shall Landlord ever be required to execute any such mortgage or any note secured thereby or any other obligation securing any such note, or to subordinate Landlord's interest in the Demised Premises or any portion thereof to the lien of any such mortgage. To the extent that any loan made by a Mortgagee is secured by liens, pledges, collateral assignments or security interests in, to or of Tenant's leasehold interest in the Demised Premises, the term "Mortgage" shall be construed to include such other loan documents and any amendments or modifications thereto. Notwithstanding the foregoing, the Tenant shall be permitted to refinance the senior loan at its maturity on commercially reasonable terms in an amount equal to the then-outstanding principal balance of such loan (the "Refinanced Loan").

Section 13.2 Consent Required for Termination and Amendments. No cancellation, termination, or surrender of this Lease by agreement between Landlord and Tenant or otherwise, shall be effective as to any Mortgagee unless consented to in writing by such Mortgagee. With respect to an amendment or modification of this Lease by agreement between Landlord and Tenant, such amendment or modification shall be effective only if consented to in writing by the Tax Credit Investor, and effective as to any Mortgagee only if consented to in writing by such Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 13.3 Default Notice and Further Right to Cure.

- (a) Notice. Landlord, upon providing Tenant with any notice of default under this Lease shall at the same time provide a copy of such notice to HUD,

the Tax Credit Investor, and to every Mortgagee of whom it has knowledge pursuant to notice from Tenant or pursuant to **Exhibit D**.

- (b) Right to Cure. Notwithstanding any other provision hereof, but subject in all instances to Section 18.3, Landlord shall have no right to exercise any remedy hereunder unless Landlord shall first have provided to Tax Credit Investor and any Mortgagee written notice of any Event of Default or Landlord's intent to exercise a remedy, at least sixty (60) days in advance of the effective date of any such exercise of remedy if the default is capable of being cured by the payment of money, and at least ninety (90) days in advance of the effective date of any such exercise of remedy if the default is not capable of being cured by the payment of money. If such non-monetary default cannot be reasonably cured within the ninety (90) day period, Landlord shall extend the notice period for an additional time period of at least ninety (90) days or longer if reasonably necessary before exercising any remedy, provided that such non-monetary cure is diligently proceeding. If upon receipt of said written notices from Landlord, the Tax Credit Investor or any Mortgagee shall have caused Tenant to cure or shall have diligently and continuously pursued a cure or shall have exercised its removal right of the managing member under the Operating Agreement and the substitute managing member within thirty (30) days of being admitted to Tenant either has cured such default or has commenced to cure and thereafter diligently and continuously pursues same for a reasonable period of time, as determined by the Landlord, then Tenant shall not be considered in default or breach of this Lease. Landlord agrees to accept or reject any cure of an Event of Default by Tax Credit Investor or any Mortgagee as if made by Tenant. Each written notice of an Event of Default given to Tax Credit Investor and any Mortgagee shall clearly state (x) if monetary, the amounts claimed due under this Lease and necessary to cure the Event of Default, and (y) if nonmonetary, the nature of the default and the remedy required under this Lease. Nothing contained in this provision shall require or obligate the Tax Credit Investor or any Mortgagee to cure any default by Tenant under the Lease.
- (c) Foreclosure or Judicial Sale. Subject to the provisions of Section 18.3, in the case of a nonmonetary Event of Default, where possession of the Demised Premises is required in order to cure such Event of Default, the Mortgagee shall proceed within the time frame set forth in clause (b) above or such longer period as shall be reasonably necessary to institute a foreclosure or judicial sale (or commence the process to transfer title to the Demised Premises in lieu of foreclosure or judicial sale) or otherwise seek to obtain possession of the Demised Premises and shall notify the Landlord in writing that it is instituting such proceedings and shall prosecute such proceedings in good faith and with reasonable diligence to obtain title and/or possession of the Demised Premises. Upon the Landlord's receipt of such written notice from the Mortgagee, the Landlord shall permit the Mortgagee to proceed with such proceedings

and the Landlord shall not exercise its remedies hereunder while the Mortgagee is proceeding with obtaining title and/or possession of the Demised Premises. Upon the Mortgagee or one of its affiliates obtaining title and/or possession of the Demised Premises (which for purposes hereof, possession of the Demised Premises shall not be considered to have been obtained solely by virtue of there being a court-appointed receiver for the Demised Premises (the “New Owner”), it shall commence to cure the Event of Default, but, in the case of any Event of Default occurring prior to the completion of construction of the Improvements, the time periods set forth herein for commencement of construction and completion of construction in accordance with the Plans and Specifications shall be modified as follows: New Owner shall have a period of (i) three (3) months after the date of its acquisition of title to the Demised Premises to commence the initial construction of the Improvements or if construction shall have previously commenced by a prior owner of the Demised Premises, to re-commence construction of the Improvements, and (ii) a period of eighteen (18) months from such acquisition in which to complete construction of the Improvements, which shall be extended for delays resulting from force majeure.

Section 13.4 [INTENTIONALLY OMITTED]

Section 13.5 Assumption of Tenant’s Obligations. For purposes of this Article 13, the making of a mortgage to a Mortgagee shall not be deemed to constitute a Transfer of this Lease or Tenant’s interest created hereby, nor shall any Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant’s interests under this Lease so as to require such Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but (i) any Mortgagee that succeeds to Tenant’s interest in this Lease by foreclosure of its Mortgage or as a result of an assignment in lieu of foreclosure, and (ii) any purchaser at any sale of Tenant’s interest in the Demised Premises in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant’s interest in the Demised Premises under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder, but only during such period as such purchaser or assignee is the owner of Tenant’s interest in the Demised Premises.

Section 13.6 Non-curable Defaults. Nothing in this Article 13 shall require any Mortgagee or its designee as a condition to the exercise of rights provided under this Article 13 to cure any default of Tenant not reasonably susceptible of being cured by such Mortgagee or its designee. The foregoing shall not be deemed to excuse a Mortgagee from performing covenants relating to the condition of the Demised Premises or other similar matters requiring access to and/or control of the Demised Premises from and after such time as such Mortgagee acquires Tenant’s interest in the Demised Premises by foreclosure or otherwise.

Section 13.7 No Merger. So long as any Mortgage is in existence, unless all Mortgagee(s) shall otherwise expressly consent in writing, the fee title to the Demised Premises

and the leasehold estate of Tenant therein shall not merge by operation of law but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner.

Section 13.8 Landlord's Fee to Remain Unsubordinated; Prohibition Against Subsequent Fee Encumbrances. Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate any interest of Landlord in the Demised Premises or any rights of Landlord in this Lease to the leasehold estate of Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner that would subordinate any interest of Landlord in and to the Demised Premises or the interest of Landlord under this Lease. Notwithstanding the foregoing, Landlord agrees not to mortgage or encumber its interest in the Demised Premises without the prior written consent of each Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed, and the Tax Credit Investor. To the extent a further mortgage on the fee estate by Landlord is permitted hereunder, such mortgage shall expressly provide that it is subordinate and subject to the Tenant's interest under this Lease.

Section 13.9 Sale of Demised Premises. The Landlord shall not sell or convey its fee simple interest in the Demised Premises without the consent of the Tenant, the Mortgagee, and the Tax Credit Investor. In the event of any sale or conveyance of the Demised Premises by Landlord during the Term hereof and as approved by HUD, any such sale or conveyance of all or any part of the Demised Premises shall be subject to all of the provisions of this Lease.

Section 13.10 Notice to Tax Credit Investor. So long as any Tax Credit Investor is an investor member of Tenant, its successors and assigns, Landlord shall, upon serving Tenant with any notice (including but not limited to of the occurrence of default by Tenant), serve a copy of such notice upon the Tax Credit Investor at its address set forth in Section 19.10 hereof.

Section 13.11 [INTENTIONALLY OMITTED].

Section 13.12 Leasehold Mortgagee's Right to Successor Status. Upon the occurrence of an Event of Default that would otherwise cause the termination of this Lease prior to the Lease's expiration date, Landlord agrees that provided the Event of Default has been cured in a timely manner by a party entitled to cure such Event of Default pursuant to the applicable provisions of this Article 13, that it will recognize a Mortgagee or its holder or designee as the successor in interest to the Tenant for a period equal to the remainder of the Term, at the Base Rent and Additional Rent and upon the covenants, agreements, terms, provisions and limitations contained in this Lease; provided, however, that such Mortgagee or its holder (a) makes written request upon Landlord for such successor designation within sixty (60) days from the date of the occurrence of such Event of Default, and (b) pays or causes to be paid any and all expenses including reasonable counsel fees, court costs and costs and disbursements incurred by Landlord in connection with any such default and in connection with the execution and delivery of such successor interest. The interests of such successors under this Lease shall be subject to all of the loan documents in favor of the Mortgagees, including without limitation the Mortgagees.

Section 13.13 No Personal Liability. No Mortgagee, any successor or assignee thereof, including any purchaser of Tenant's interest under this Lease in, or in lieu of, any foreclosure

proceeding, shall ever have any liability under this Lease for matters occurring prior to it obtaining title to Tenant's interest in the Demised Premises. If such Mortgagee, any successor or assignee thereof, or any purchaser at, or in lieu of, foreclosure, following obtaining title to the Tenant's interest in the Demised Premises, shall further assign such interest in this Lease, the further assignee of said party shall be released from all liability accruing from and after the date of such further assignment.

Section 13.14 [INTENTIONALLY OMITTED].

ARTICLE 14 - MAINTENANCE AND REPAIR

Section 14.1 Tenant's Obligations. Tenant shall, at its sole cost and expense (but nevertheless as a portion of Operating Expenses), maintain the Improvements on the Demised Premises, reasonable wear and tear excepted, and make repairs, restorations, and replacements to such Improvements, including without limitation, the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural, roof, walls, and foundations, and the fixtures and appurtenances to the Improvements as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements will be in quality and class, as elected by Tenant, either equal to the original work or installations, or otherwise consistent with the standard then applicable to mixed-use residential apartment projects within the geographical area of the Improvements at such time, but in no event of less quality or class than the original work or installations.

ARTICLE 15 - ALTERATIONS

Section 15.1 Non-Structural Alterations. Tenant may make any non-structural alterations, additions, or improvements to the Demised Premises without Landlord's consent, provided they are made consistent with the Improvements currently planned as of the date of this Lease.

Section 15.2 Structural Alterations. Tenant shall obtain the prior written consent of Landlord, which Landlord consent shall not be unreasonably withheld or delayed, for any structural alterations, additions or improvements to the Improvements having a cost in excess of \$100,000 (such consent shall not be unreasonably withheld so long as, in the judgment of Landlord, such alterations, additions or improvements will not violate RAD Requirements or this Lease), unless carried out in accordance with the Plans and Specifications.

Section 15.3 No Liens. Tenant shall not have any right, authority or power to bind Landlord, Landlord's fee interest in the Demised Premises or any other interest of Landlord in the Demised Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Demised Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. Any lien on Landlord's fee interest in the Demised Premises that is not released

or bonded over within ninety (90) days after the filing thereof shall constitute an Event of Default under Section 18.2. Landlord shall have the right to remove any and all such liens against the Demised Premises, and to defend any action against the same, and Tenant shall have the right to join the Landlord in any such proceedings or reimburse Landlord for the cost of such removal, the costs of defending the same, including, but not limited to, attorney's fees in connection therewith.

ARTICLE 16 - SURRENDER

Section 16.1 Expiration of Term. At the end of the Term of this Lease (whether upon the expiration or other termination in accordance with the provisions hereof), Tenant shall surrender the Demised Premises together with the Improvements in their then "as-is" condition, provided that Tenant has maintained the Demised Premises, (including without limitation any required casualty/condemnation restoration) pursuant to the terms of this Lease. At Landlord's option, Tenant shall execute a deed and a bill of sale for the Improvements at the time of such surrender.

ARTICLE 17 - CASUALTY; CONDEMNATION

Section 17.1 Restoration, Casualty, or Condemnation. If any act or occurrence of any kind or nature (including any taking by condemnation or any casualty) shall result in damage to or loss or destruction of the Improvements, in whole or in part, and to the extent permitted under the approved Mortgages, the Tenant, to the extent that insurance proceeds or condemnation proceeds and other funds, if any, made available (including, without limitation, by further advance pursuant to the approved Mortgages) permit, shall promptly cause the restoration, reconstruction, and/or repair of the Improvements as nearly as possible to its value, condition and character immediately prior to such taking or casualty. The approved Mortgage loan documents shall contain provisions requiring restoration in accordance with the RAD Use Agreement and HAP Contract consistent with the foregoing if such restoration shall be determined feasible. If such condemnation or insurance proceeds and other available funds are not sufficient or restoration is otherwise determined in accordance with the approved Mortgage loan documents to be not feasible by the Mortgagee, such proceeds shall be applied as provided in the approved Mortgage loan documents. Any insurance or condemnation proceeds remaining after the completion of restoration shall be paid to Tenant, subject to the rights of Mortgagees of record.

ARTICLE 18 - DEFAULT; REMEDIES

Section 18.1 Landlord's Right to Perform.

- (a) Landlord's Option. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after thirty (30) days' prior written notice to Tenant (with contemporaneous copies of such notice to the Tax Credit Investor and all Mortgagees, pursuant to Section 13.3(a) hereof) and without waiving any of its rights under this

Lease, may (but will not be required to) pay such amount or perform such obligation.

- (b) Additional Rent. All amounts so paid by Landlord and all reasonable out-of-pocket costs and expenses including legal fees and the costs of Landlord to enforce its rights hereunder, incurred by Landlord in connection with the performance of any such obligations shall be payable by Tenant to Landlord within thirty (30) days after demand therefor and shall constitute “Additional Rent” with interest thereon at the rate of eight percent (8%) per annum from the date of Landlord’s having made each such payment or incurred each such cost or expense, and shall be payable by Tenant to Landlord. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

Section 18.2 Events of Default. At the option of Landlord, the occurrence of any of the following events shall constitute an Event of Default by Tenant:

- (a) Tenant defaults in the due and punctual payment of any Additional Rent and such default continues for more than thirty (30) days after written notice from Landlord;
- (b) Subject to excusable delays described in Section 18.5 hereof, Tenant vacates or abandons the Demised Premises for a period of more than thirty (30) consecutive days;
- (c) This Lease or the Demised Premises or any part of the Demised Premises, are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant, or claimant against Tenant, and such attachment is not discharged or bonded within ninety (90) days after its levy;
- (d) Tenant makes any assignment in violation of this Lease which is not cured within thirty (30) days after notice thereof to Tenant;
- (e) A lien is placed on the Demised Premises or any portion thereof or any interest therein, that is not released or bonded over within ninety (90) days after the filing thereof; or
- (f) Subject to Section 18.4 with respect to any Regulatory Default (as defined herein), the failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections 18.2(a) through 18.2(e) above, if such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within such thirty (30) day period, no default shall be deemed to exist if Tenant commences the curing of the default promptly within such thirty (30) day period and thereafter diligently prosecutes the

same to completion. The thirty (30) day notice described herein shall be in lieu of and not in addition to, any notice required under law now or hereafter in effect requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding. Notwithstanding the foregoing, a notice of intent to cancel insurance coverage by an insurer shall be an Event of Default for which there shall be a fifteen (15) day cure period.

Notwithstanding anything to the contrary in this Lease (i) if Tenant defaults as a mortgagor under a Mortgage, such default shall not constitute an Event of Default hereunder except to the extent that Tenant's acts or omissions, in and of themselves, constitute an Event of Default under the express terms of this Lease, and (ii) any foreclosure or assignment in lieu of foreclosure under any Mortgage, or the exercise by a Mortgagee of its other rights or remedies under the applicable Mortgage, shall not require Landlord's consent, violate this Lease, constitute an Event of Default, limit Landlord's obligations under this Lease, or entitle Landlord to exercise any rights or remedies under this Lease.

Section 18.3 Landlord's Right To Terminate Upon Tenant Default. In the event of any default by Tenant as provided in Section 18.2 above, Landlord shall have the right (subject in all respects to the rights of the Tax Credit Investor and any Mortgagee to notice and cure) without further notice or demand to Tenant except as otherwise provided in Section 18.2 (Tenant hereby irrevocably waives all notices and demands except as provided in Section 18.2, statutory or otherwise), to terminate this Lease and Tenant's right to possession of the Demised Premises without terminating Tenant's liabilities under this Lease, in which event ownership of all of the Improvements shall immediately vest in Landlord and Landlord shall be entitled to receive from Tenant such amounts as may be permitted from time to time by applicable law. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be declared in default under this Lease, (i) at any time prior to the expiration of the 15 year compliance period, or (ii) so long as Tenant, or its permitted successors and assigns, is an affiliate of the Landlord. For the purposes of this Section 18.3, Tenant or its permitted successors and assigns shall be considered an affiliate of Landlord if (a) Landlord appoints and controls the majority of the board of directors of such entity's managing member. Notwithstanding anything herein to the contrary, Tenant shall not be declared in default under this Lease without the prior consent of each Mortgagee (excluding Landlord), which consent of each Mortgagee shall not be unreasonably withheld, conditioned, or delayed.

Section 18.4 Regulatory Default. Notwithstanding anything herein to the contrary, the following shall apply to any failure by Tenant to observe or perform any provision of this Lease which would constitute an Event of Default under Article 10 hereof if not cured within the time period specified:

- (a) Upon a determination by Landlord that Tenant has materially breached or defaulted on any obligation under Article 10 hereof or has failed to comply with the terms of the Loan Documents (a "Regulatory Default"), Landlord shall notify Tenant, and the Tax Credit Investor of (i) the nature

of the Regulatory Default, (ii) the actions required to be taken by Tenant, in order to cure the Regulatory Default, and (iii) the time (a minimum of thirty (30) days or such additional time period as may be reasonable under the circumstances but in no event more than ninety (90) days) within which Tenant shall respond with reasonable evidence to Landlord that all such required actions have been taken. Landlord shall grant to the Tax Credit Investor and any and all Mortgagee(s) of which Landlord has notice the right to cure the Regulatory Default in accordance with the other provisions of this Lease.

- (b) In addition to and not in limitation of the foregoing, if Landlord shall determine that a Regulatory Default shall have occurred by reason of a default by Management Agent, and that Tenant (or, as applicable, the Management Agent), the Tax Credit Investor and the Mortgagee(s) have failed to respond or take corrective action to the reasonable satisfaction of Landlord within the applicable cure period, then Landlord may require Tenant to, and Tenant shall promptly, take such actions as are necessary in order to terminate the appointment of Management Agent pursuant to the terms of its management agreement and to appoint a successor Management Agent of the Demised Premises, subject to any requirements of any Mortgagee(s) and the Tax Credit Investor.
- (c) The provisions of this Section 18.4 shall constitute the exclusive remedy of Landlord hereunder in the event of any such Regulatory Default (provided that such Regulatory Default, other than a default under Article 10 of this Lease, does not otherwise constitute a default under this Lease (i.e. Tenant's failure to maintain insurance would otherwise constitute a default hereunder), and provided further that nothing herein shall impair or waive Landlord's rights under separate agreements between the parties). Accordingly, notwithstanding any provision to the contrary contained in this Agreement, the rights and remedies of Landlord by reason of the occurrence of any such Regulatory Default, shall be limited to those expressly set forth in this Section 18.4.

Section 18.5 Excusable Delays. Tenant's rights hereunder shall not be terminated and Tenant shall not be in default hereunder if a delay in Tenant's performance of its obligations under this Lease arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Tenant. Examples of such causes include (a) acts of God or public enemy, (b) acts or failure to act of Landlord, HUD, or other governmental entity in either its sovereign or contractual capacity, (c) acts or failure to act of another contractor in the performance of a contract with Landlord, which delays are not attributable to the failure of Landlord to satisfy its obligations to the same, (d) fires, (e) floods, (f) epidemics, (g) pandemics, (h) quarantine restrictions, (i) strikes or labor disputes, (j) freight embargoes, (k) unusually severe weather, (l) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Tenant and the subcontractors or suppliers,

(m) delays caused by litigation that is not within the control of Tenant or those whom Tenant controls, and (n) unusual disruptions in financial markets.

ARTICLE 19 - MISCELLANEOUS

Section 19.1 RAD Provisions. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Project pursuant to a HAP Contract. If a HAP Contract is entered into pursuant to the RAD Program, HUD will require Landlord and Tenant to enter into a RAD Use Agreement in connection with the provision of rental assistance to the Project. Notwithstanding any other clause or provision in this Lease and so long as the Rental Assistance Demonstration Use Agreement dated as of substantially even date herewith, as amended from time to time is in effect, the following provisions shall apply:

- (a) This Lease shall in all respects be subordinate to the RAD Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or the Lease.
- (b) If any of the provisions of this Lease conflict with the terms of the Use Agreement, the provisions of the RAD Use Agreement shall control.
- (c) The provisions in this Section 19.1 are required to be inserted into this Lease by HUD and may not be amended without HUD's prior written approval.
- (d) Violation of the RAD Use Agreement constitutes a default of this Lease.
- (e) Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in Landlord and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in Landlord.
- (f) Neither the Tenant nor any of its members shall have any authority to:
 - (1) Take any action in violation of the RAD Use Agreement; or
 - (2) Fail to renew the HAP Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the Landlord or HUD.
 - (3) Except to the extent permitted by the HAP Contract or RAD Use Agreement and the normal operation of the Development, neither the Tenant nor any members shall have any authority without the consent of HUD to sell, transfer, convey, assign, mortgage, pledge,

sublease or otherwise dispose of, at any time, the Project, as identified in the RAD Use Agreement, or any part thereof.

Section 19.2 Recordation. Landlord and Tenant shall record a Memorandum of this Lease in the Land Records of the City of New Haven. At the expiration of the Term, Landlord and Tenant shall execute a quit claim termination of Tenant's interest in this Lease.

Section 19.3 [INTENTIONALLY OMITTED].

Section 19.4 No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Additional Rent, or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Demised Premises or any part of the Demised Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed (i) a waiver of the covenant in this Lease against assignment and subletting, or (ii) the acceptance of the assignee, subtenant, or occupant as Tenant, or (iii) a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

Section 19.5 Joint and Several Liability. If Tenant or Landlord is composed of more than one signatory to this Lease, each party will be jointly and severally liable with each other party for payment and performance according to this Lease.

Section 19.6 Captions, Exhibits, Gender, Etc. The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

Section 19.7 Entire Agreement. This Lease, including all attached exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease. In the event of any inconsistency between this Lease and the documents executed in connection with any Mortgage, with Landlord acting as the Mortgagee, this Lease shall control. In the event of any inconsistency between this Lease and the RAD Use Agreement, then the RAD Use Agreement

shall control. In the event of any inconsistency between this Lease and the RAD Requirements, then the RAD Requirements shall control.

Section 19.8 Amendment. This Lease may be amended only by a written instrument executed by Landlord and Tenant (subject to the rights of any Mortgagee, and/or the Tax Credit Investor, as applicable), the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition. No voluntary termination of this Lease by Tenant nor any modification or amendment of this Lease shall be effective unless consented to in writing by the Tax Credit Investor. No amendment shall impair the obligations of Tenant to develop and operate the Demised Premises in accordance with the RAD Requirements.

Section 19.9 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected and shall continue in full force and effect; and in lieu of each provision found to be illegal, invalid, or unenforceable, there will be added to this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible.

Section 19.10 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when received, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery service such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

If to Tenant: ECC GROUP II A RAD, LLC
360 Orange Street
New Haven, CT 06511
Fax: (203) 497-8728
Attn: Managing Member

With copies to: Efreem Levy, Esq.
Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, NW
Suite 400
Washington, DC 20001
Fax: (202) 783-0550

And: Rolan Joni Young, Esq.
McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, CT 06103
Fax: (860) 560-5911

If to Landlord: Housing Authority of the City of New Haven
360 Orange Street
New Haven, CT 06511
Attn: Executive Director
Fax: (203) 497-8728

With Copies to: Efrem Levy, Esq.
Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, NW
Suite 400
Washington, DC 20001
Fax: (202) 783-0550

And: Rolan Joni Young, Esq.
McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, CT 06103
Fax: (860) 560-5911

If to HUD: Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, 4th Floor
Washington, DC 20410
Fax: (202) 401-2370

If to Tax Credit Investor: BFIM 481 Housing Fund III Limited Partnership
c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, Massachusetts 02110
Attn: Asset Management - Valley Street Townhomes

With a copy to: Dayna M. Hutchins, Esq.
Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, MA 02116
Fax: (617) 523-6850

Landlord shall provide to the Tax Credit Investor and each Mortgagee copies of all notices, requests, demands, consents, approvals or other communications it delivers to Tenant.

A party may change its address by giving written notice to the other party as specified herein. Set forth in **Exhibit D** attached hereto are notice addresses for the Mortgagee(s) as of the date hereof.

Section 19.11 Litigation Fees. Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with any collection of Rent or other impositions owed under this Lease, the remedying of any default under this Lease, or any termination of this Lease where such collection, remedying or termination results from an Event of Default. Payment of any litigation cost or expense shall be determined by applicable state and federal law and is subject to HUD's approval. Settlement of any such litigation is subject to HUD's approval.

Section 19.12 Waiver of Jury Trial. Subject to HUD's approval, Landlord and Tenant may waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on all matters arising out of this Lease.

Section 19.13 Governing Law and Venue. This Lease will be governed by and construed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of laws.

Section 19.14 Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of; and will be binding upon, Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

Section 19.15 Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Section 19.16 Non-Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Demised Premises or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (x) this Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Improvements), and (y) the fee estate in the Demised Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in (1) this Lease or Tenant's estate created hereunder, and (2) the fee estate in the Demised Premises or any part thereof shall join in a written instrument effecting such merger and shall duly record the same. No merger of the fee estate and leasehold estate under any circumstances (whether voluntary or involuntary or effected by Landlord or Tenant) shall result in the termination of this Lease or an extinguishment of any Mortgage.

Section 19.17 Counterparts. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 19.18 Limited Liability. Tenant shall look solely to Landlord's interest in the Demised Premises for the satisfaction of any claims against Landlord or its employees, agents, or assigns for the satisfaction of any claims arising pursuant to the Lease. Neither Tenant nor any of its employees, agents or members, shall have any personal liability for payment of any obligations hereunder.

Section 19.19 Cooperation. Landlord and Tenant agree that they will cooperate with one another in all respects in furtherance of the Demised Premises. In particular, Landlord recognizes that the development process and the varied sources of project funding make it extremely difficult to anticipate every potential provision which may be required in this Lease. From time to time, Tenant may request modifications to the Lease to satisfy the requirements of financing sources including, without limitation, government agencies and private lenders and equity sources. Landlord will use all reasonable efforts to accommodate such requests and, as necessary, obtain HUD approval therefor and will not unreasonably withhold or delay its approval and execution of modifications to this Lease which do not materially and adversely alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into.

Section 19.20 Construction of Documents. In the event of a conflict between the requirements of the Act, the HAP Contract, the RAD Use Agreement and this Lease, the requirements of the Act and of the RAD Use Agreement, as amended, shall, in all instances, be controlling. In the event of a conflict or inconsistency between any requirement contained in this Lease (or between any requirement contained in any document contained in this Lease, including any mortgage), and the RAD Requirements, the RAD Requirements shall in all instances be controlling.

Section 19.21 Estoppel Certificate. Each party agrees from time to time, upon no less than twenty (20) days' prior notice from the other or upon request from any Mortgagee or any permitted assignee, to execute, acknowledge and deliver to the other or to such Mortgagee or assignee a statement certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Rent has been paid, and that no Additional Rent or other payments are due under this Lease (or if Additional Rent or other payments are due, the nature and amount of the same; and (iii) whether there exists any uncured default by the other party, or any defense, offset, or counterclaim against the other party, and, if so, the nature of such default, defense, offset or counterclaim. Any such statement delivered pursuant to this Section 19.21 may be relied upon by any prospective purchaser or holder of a mortgage of the leasehold interest hereunder from Tenant or any prospective assignee of any such holder of a Mortgage.

Section 19.22 No Brokers. Landlord and Tenant each represent and warrant to the other that neither has dealt with any broker or finder with regard to the Demised Premises or this Lease. Landlord and Tenant will each indemnify, defend and hold the other harmless from and against any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions in connection with this Lease. This indemnification shall survive termination of this Lease.

Warning

Any person who knowingly presents a false, fictitious or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability and administrative sanctions.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease as of the effective date of the Lease set forth above.

WITNESSED:

Signed, sealed and delivered
in the presence of:

Print Name:

HOUSING AUTHORITY OF THE CITY
NEW HAVEN

Print Name:

By: _____
Karen DuBois-Walton
Executive Director

Print Name:

ECC GROUP II A RAD, LLC,
a Connecticut limited liability company
By: ECC Group II A RAD Redevelopment
Corporation, a Connecticut corporation,
Its Managing Member

Print Name:

By: _____
Karen DuBois-Walton
President

[Signature Page to Ground Lease]

STATE OF CONNECTICUT)
) ss. New Haven
 COUNTY OF NEW HAVEN)

On this the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the Executive Director of the Housing Authority of the City of New Haven, a public body corporate and politic, and she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the Housing Authority of the City of New Haven, by signing the name of the Housing Authority of the City of New Haven by herself as Executive Director.

In witness whereof I hereunto set my hand.

Printed Name:
 Notary Public/ My Commission Expires:
 Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss. New Haven
 COUNTY OF NEW HAVEN)

On this the ____ day of _____, 2022, before me, the undersigned officer, personally appeared Karen DuBois-Walton, who acknowledged herself to be the President of ECC Group II A RAD Redevelopment Corporation, a Connecticut corporation, the Managing Member of ECC Group II A RAD, LLC, a Connecticut limited liability company, and she being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed as such officer of said corporation, and the free act and deed of said corporation and limited liability company.

In Witness Whereof I hereunto set my hand.

Printed Name:
 Notary Public/ My Commission Expires:
 Commissioner of Superior Court

EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

[INTENTIONALLY OMITTED]

EXHIBIT D

NOTICE ADDRESSES

LEASEHOLD MORTGAGEE

TD Bank, N.A.
203 Trumbull Street
Hartford, CT 06103
Attention: Nathan Bondini, VP

With a copy to:

Hackett Feinberg, PC
155 Federal Street, 9th Floor
Boston, MA 02110
Attention: Christopher M. Sacht, Esq.

Connecticut Housing Finance Authority
999 West Street
Rocky Hill, CT 06067
Attention: Executive Director

Housing Authority of the City of New Haven
360 Orange Street
New Haven, CT 06511
Attention: Karen DuBois-Walton, Executive Director
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EXHIBIT E
ENVIRONMENTAL REPORTS

MEMORANDUM

TO: BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

FROM: Karen DuBois-Walton, Ph.D., President

DATE: June 21, 2022

RE: RESOLUTIONS RATIFYING, AUTHORIZING, AND TO THE EXTENT NECESSARY, REAUTHORIZING CERTAIN ACTS IN CONNECTION WITH (I) THE ENTERING INTO OF AN AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENT CONTRACT (“AHAP”) AND UPON COMPLETION AND COMPLIANCE WITH APPLICABLE HUD REQUIREMENTS (E.G. HOUSING QUALITY STANDARDS), A HOUSING ASSISTANCE PAYMENT CONTRACT (“HAP”) WITH DIXWELL HOUSING ASSOCIATES LLC (THE “COMPANY”) IN CONNECTION WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN’S (“HANH”) AWARD OF 20 PROJECT BASED VOUCHERS AT THE AFFORDABLE PROJECT LOCATED AT 316 DIXWELL AVENUE, 340 DIXWELL AVENUE AND 783 ORCHARD STREET WHICH IS KNOWN AS “340+ DIXWELL” (THE “PROJECT”), AND (II) SUCH OTHER ACTS RELATED, INCIDENTAL, NECESSARY AND/OR ANCILLARY THERETO (INCLUDING CONSENTS TO THE COMPANY’S ASSIGNMENT OF THE HAP TO LENDERS).

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-23/22-R (this “**Resolution**”)

TIMING: Immediately

DISCUSSION: This Resolution is to ensure approval of all actions by the Housing Authority of the City of New Haven (“**HANH**”) that are required for HANH to enter into an AHAP and, upon completion of construction and compliance with applicable HUD requirements (e.g. Housing Quality Standards inspections), the HAP and ancillary documents (including consent to the Company’s assignment of the AHAP and/or HAP as security for the Project’s lenders).

The Project that will be developed will be a 69-unit new construction mixed income rental housing development located at 316 Dixwell Avenue, 340 Dixwell Avenue and 783 Orchard Street in New Haven, Connecticut. Of the 69 units, 55 will be Low Income Housing Tax Credit (“**LIHTC**”) units. Of those 55 LIHTC units, 20 will be Project Based Voucher (“**PBV**”) units. The Project will be owned by the Company.

RESOLUTION # 06-23/22-R

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

RESOLUTIONS RATIFYING, AUTHORIZING, AND TO THE EXTENT NECESSARY, REAUTHORIZING CERTAIN ACTS IN CONNECTION WITH (I) THE ENTERING INTO OF AN AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENT CONTRACT (“AHAP”) AND UPON COMPLETION AND COMPLIANCE WITH APPLICABLE HUD REQUIREMENTS (E.G. HOUSING QUALITY STANDARDS), A HOUSING ASSISTANCE PAYMENT CONTRACT (“HAP”) WITH DIXWELL HOUSING ASSOCIATES LLC (THE “COMPANY”) IN CONNECTION WITH THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN’S (“HANH”) AWARD OF 20 PROJECT BASED VOUCHERS AT THE AFFORDABLE PROJECT LOCATED AT 316 DIXWELL AVENUE, 340 DIXWELL AVENUE AND 783 ORCHARD STREET WHICH IS KNOWN AS “340+ DIXWELL” (THE “PROJECT”), AND (II) SUCH OTHER ACTS RELATED, INCIDENTAL, NECESSARY AND/OR ANCILLARY THERETO (INCLUDING CONSENTS TO THE COMPANY’S ASSIGNMENT OF THE HAP TO LENDERS).

WHEREAS, the Housing Authority of the City of New Haven ("**HANH**") issued a Notice of Authorization to Award Contract, dated July 14, 2021, to the Company awarding 20 Project Based Vouchers (“**PBVs**”) to the Company for the Project;

WHEREAS, the Project will be a 69-unit new construction mixed income rental housing development located at 316 Dixwell Avenue, 340 Dixwell Avenue and 783 Orchard Street in New Haven, Connecticut and, of the 69 units, 55 will be Low Income Housing Tax Credit (“**LIHTC**”) units and 20 of the LIHTC units will also be Project Based Voucher (“**PBV**”) units;

WHEREAS, the Project will be owned and operated by the Company;

WHEREAS, the developers of the Project are H.E.L.P. Development Corp. (“**HELP**”) and Beulah Land Development Corp. (“**Beulah**”) (collectively, **HELP** and **Beulah** are referred to herein as the “**Developer**”) and an affiliate of **HELP** serves as the managing member of the Company and an affiliate of **Beulah** serves as the administrative member of the Company;

WHEREAS, the Project will be financed, in part, with federal low-income housing tax credits (equity investor is National Equity Fund, Inc. (“**NEF**”) and/or affiliated entities), deferred developer fee, a construction loan from TD Bank, N.A. (“**TD**”), a permanent loan from CPC Mortgage Company LLC (“**CPC**”), a subordinate construction/permanent loan from the State of Connecticut Department of Housing (“**DOH**”), a subordinate construction/permanent loan from the State of Connecticut Department of Economic and Community Development (“**DECD**”), a subordinate construction/permanent loan from the City of New Haven (“**City**”) and a sponsor loan from **HELP** (collectively, the “**Financing**”);

WHEREAS, HANH believes that it is in the best interests of HANH to enter into the AHAP for the 20 PBV units at the Project and, upon completion of construction and compliance with applicable HUD requirements (e.g. Housing Quality Standards inspections), the HAP and ancillary documents related to the AHAP and HAP (including consent to the Company's assignment of the AHAP and/or HAP as security for the Project's lenders) (collectively, the "**Transactions**" and, with regard to the AHAP, HAP and ancillary documents, the "**Documents**").

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF HANH THAT:

1. Karen DuBois-Walton, as President, Shenae Draughn, as Executive Vice President, and such other officers or designees of HANH whose signatures may be required (each, the "**Signatory**"), may execute and deliver the Documents to the Company (and their counsel) to effectuate the Transactions.
2. The execution and delivery of any other documents related to the Transactions required or approved by the Connecticut Housing Finance Authority, the Developer, NEF, TD, CPC, DOH, DECD, the City, or HUD by the Signatory, are each hereby authorized.
3. The Signatory is also authorized, empowered and directed to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this "Resolution" and any and all closing documents required to effectuate the foregoing purposes.
4. The Signatory is authorized, empowered and directed to take any and all such related or ancillary actions they may deem necessary and appropriate to achieve the foregoing purposes, and the signature by the Signatory, on any document or instrument shall be conclusive evidence of said Signatory's authority to take such actions on behalf of HANH.
5. The instrumentalities and affiliates of HANH are hereby authorized to take any and all actions as are necessary to effectuate the purposes of this Resolution.
6. Any and all acts heretofore taken by the Executive Director, the Executive Vice President or their designees, in connection with the matters authorized by the foregoing resolutions are hereby ratified, confirmed, adopted and approved.
7. This Resolution shall take effect immediately.

I hereby certify that the above Resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 21, 2022.

Karen DuBois-Walton, Ph. D.
President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is between:

_____ (“PHA”) and
_____ (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP Contract”) units to in accordance with Exhibit B and to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.

- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

_____ Single-stage project

- i. Effective Date for all contract units: _____ *(*to be confirmed)*
- ii. Date of Commencement of the Work: The date for commencement of work is not later than _____ calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than _____ calendar days after the effective date of this Agreement.

_____ Multi-Stage Project

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

_____ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

_____ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner’s control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.
- C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
 - 1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
 - 2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
 - 3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:
 - _____ A certificate of occupancy or other evidence that the contract units comply with local requirements.
 - _____ An architect’s or developer’s certification that the housing complies with:
 - _____ the HQS;
 - _____ State, local, or other building codes;
 - _____ Zoning;
 - _____ The rehabilitation work write-up for rehabilitated housing;

_____ The work description for newly constructed housing; or

_____ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.
- C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

- A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.
- B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.
- C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.
- D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

- A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial amount of rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term “initiation of negotiations” means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA’s waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under this Agreement, HUD may assume the PHA’s rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to

enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

- E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials
 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 2. HUD may waive this provision for good cause.
- B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

- A. The owner certifies, to the best of the owner's knowledge and belief, that:
 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

- A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

- A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age, or familial status.
- B. The owner must comply with the following requirements:
1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;
 2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;
 3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;
 4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;
 5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title;
 6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*;
 7. 24 CFR part 8;
 8. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;

9. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;
10. Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and
11. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).
12. HUD’s Equal Access Rule at 24 CFR 5.105. [OGC- Nonconcurrency: This section failed to reference protections with respect to actual or perceived sexual orientation, gender identity, or marital status in accordance with HUD’s Equal Access Rule at 24 CFR 5.105(a). Revising as indicated above is sufficient to resolve this concern.

C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

- Training, Employment, and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- Equal Employment Opportunity
Section 2.2 applies only to construction contracts of more than \$10,000.
- Labor Standards Requirements
Sections 2.4, 2.8, and 2.10 apply only when this Agreement covers nine or more units.
- Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**AGREEMENT TO ENTER INTO A
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.152, which requires the PHA to enter into an Agreement with the owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2.1 Training, Employment, and Contracting Opportunities

- A. The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- B. The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135

require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Pursuant to 24 CFR §135.90, recipients of HUD financial assistance that is subject to Part 135 requirements, are required to submit Section 3 Annual Reports on Form HUD-60002 to the Office of Fair Housing and Equal Opportunity (FHEO). This form must be submitted electronically and can be found at www.hud.gov/section3.
7. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
8. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 Equal Employment Opportunity

- A. The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

- B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.

- C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

- D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 Reserved

2.4 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-

1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and

on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

*(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at:
<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor*

site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution

under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the

contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted

under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the

basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.*
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.*

2.5 Reserved

2.6 Reserved

2.7 Reserved

2.8 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 Reserved

2.10 Evidence of Unit(s) Completion; Escrow

- A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.
- B. The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

EXHIBIT A

THE APPROVED OWNER'S PBV PROPOSAL

On file with the Owner. The PBVs were secured through a competitive Request for Proposal process issued by the Housing Authority of the City of New Haven.

EXHIBIT B

DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

340+ Dixwell (the “Project”) entails the of construction of two (2) buildings, which will be four (4) to five (5) stories, for a total of sixty-nine (69) units of which twenty (20) units will be Project Based Housing Choice Vouchers (“PBV”) units. Fourteen (14) units will be set aside for homeless or formerly homeless individuals and families.

Unit amenities will consist of refrigerator, range, oven. In addition, the Project will offer a common fitness center, outdoor space, and community room. The Project will comply with the Connecticut Code and the PBV requirements.

The Project will also meet state and federal accessibility requirements, including requirements under the Fair Housing Act and 24 CFR 100.205 and the accessibility requirements under Title II and Title III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable. seven (7) units will be designed as both for the mobility impaired and seven (7) units will be designed for the hearing or sight impaired in accordance with the requirements of 24 CFR 8.22 and Section 504 of the Rehabilitation Act of 1973. Accessible units will be supplied with accessibility features for mobility, audio and visual accessibility.

See Index of Plans and Specifications attached which provide more detail on the work to be performed.

EXHIBIT C

DESCRIPTION OF HOUSING

- **Project Name:** 340+ Dixwell
- **Project site:** 316 Dixwell Avenue, New Haven, Connecticut 06511; 340 Dixwell Avenue, New Haven, Connecticut 06511; and 783 Orchard Street, New Haven, Connecticut, 06511
- **Total number of units in project covered by this Agreement:** Twenty (20) units
- **Location of contract units on site:** 316 Dixwell Avenue, New Haven, Connecticut 06511; 340 Dixwell Avenue, New Haven, Connecticut 06511; and 783 Orchard Street, New Haven, Connecticut, 06511

Building	Unit No.	No. of Bedrooms	No. of Bathrooms	Approx. Unit Size (Square Footage)	Initial Contract Rent	Initial Utility Allowance	Initial Rent Paid to Owner
316 Dixwell	201	2	1	821	\$1447	\$86	\$1447
316 Dixwell	202	1	1	566	\$1186	\$68	\$1186
316 Dixwell	203	1	1	561	\$1186	\$68	\$1186
316 Dixwell	303	1	1	563	\$1186	\$68	\$1186
316 Dixwell	404	3	1.5	1155	\$1789	\$101	\$1789
340 Dixwell	R102	2	1	779	\$1447	\$86	\$1447
340 Dixwell	R105	2	1	776	\$1447	\$86	\$1447
340 Dixwell	201	3	1.5	1345	\$1789	\$101	\$1789
340 Dixwell	202	2	1	782	\$1447	\$86	\$1447
340 Dixwell	203	2	1	781	\$1447	\$86	\$1447
340 Dixwell	212	3	1.5	1225	\$1789	\$101	\$1789
340 Dixwell	215	2	1	782	\$1447	\$86	\$1447
340 Dixwell	301	3	1.5	1340	\$1789	\$101	\$1789
340 Dixwell	302	2	1	782	\$1447	\$86	\$1447
340 Dixwell	312	3	1.5	1226	\$1789	\$101	\$1789
340 Dixwell	315	2	1	785	\$1447	\$86	\$1447
340 Dixwell	401	3	1.5	1344	\$1789	\$101	\$1789
340 Dixwell	403	2	1	781	\$1447	\$86	\$1447
340 Dixwell	404	2	1	788	\$1447	\$86	\$1447
340 Dixwell	410	1	1	551	\$1186	\$68	\$1186

- **Number of contract units by area (size) and number of bedrooms and bathrooms.**

See above chart.

- **Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.**

Owner shall:

1. cause the development to be maintained in a decent, safe, and sanitary condition and in a rentable and tenable state of repair, all in accordance with Project Based Voucher requirements;
 2. comply with requirements of applicable building codes, housing codes, and federal regulations materially affecting health and safety;
 3. keep all building, facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition;
 4. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by Owner;
 5. provide and maintain appropriate receptacles and facilities (except containers for exclusive use by an individual tenant household) for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the tenant;
 6. cause Columbus Housing, Inc., a qualified service provider, to provide supportive services to the tenants, including case management services to fourteen (14) supportive housing units set aside for homeless or formerly homeless individuals and families.
- **Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant.**

Utility	Owner-Provided	Tenant-Provided
Water	X	
Sewer	X	
Electricity		X
Gas	X	
Trash Collection	X	
Telephone		X
Internet		X

- **Estimated initial rent to owner for the contract units.**

See above chart.

EXHIBIT D

HAP CONTRACT

See attached

MEMORANDUM

TO: Board of Commissioners

DATE: June 21, 2022

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution authorizing the revision of the ECC/HANH Admission and Continued Occupancy Plan (ACOP)

ACTION: Recommend that the Board of Commissioners adopt Resolution Number **#06-24/22R**

TIMING: Immediately

DISCUSSION: On June 19, 2018, the Board of Commissioners authorized resolution # **06-63/18-S**, approving the revision of the Admissions and Occupancy Policy (ACOP).

On January 21, 2020, the Board of Commissioners authorized resolution # **01-02/20-S**, approving the revision of the Admissions and Occupancy Policy (ACOP).

On June 16, 2020, the Board of Commissioners authorized resolution # **03-22/20-S**, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

On July 21, 2020, the Board of Commissioners authorized resolution # **07-61-20-R**, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

On October 20, 2020, the Board of Commissioners authorized resolution # **10-96/20-R**, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

On February 16, 2021, the Board of Commissioners authorized resolution # **02-07/21-R**, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

On December 21, 2021, the Board of Commissioners authorized resolution # **12-102/21-R**, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

The ACOP is required by HUD. The purpose of the ACOP is to establish policies for carrying out the Low-Income Public Housing (LIPH) program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan. The ACOP is a supporting document to the ECC/HANH MTW plan and is available for public review as required by CFR 24 Part 903.

The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for Low Income Public Housing (LIPH) program funding.

ECC/HANH is responsible for complying with all changes in HUD regulations pertaining to the LIPH program. If such changes conflict with this plan, HUD regulations will have precedence.

HUD regulations contain a list of what must be included in the ACOP.

The revisions are updates to the following chapters.

- Chapter 4 – Applications, Waiting List and Tenant Selection
 - LIPH to HCV Options for Residents
 - Interagency Relocation Agreement with Cooperating PHAs; VAWA Admissions
- Chapter 12 – Transfer Policy
 - Transfer Processing – Transfer List

A 30-day comment period occurred from April 4, 2022 to May 3, 2022. A public hearing for comments was held on May 2, 2022. There were two (2) public comments that have been added to the ACOP.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: Evelise Ribeiro, Director of MTW

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION NUMBER #06-24/22R

RESOLUTION AUTHORIZING THE REVISION OF THE ECC/HANH ADMISSION AND CONTINUED OCCUPANCY PLAN (ACOP)

WHEREAS, On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S, approving the revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On January 21, 2020, the Board of Commissioners authorized resolution # 01-02/20-S approving the revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On June 16, 2020, the Board of Commissioners authorized resolution # 03-22/20-S, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On July 21, 2020, the Board of Commissioners authorized resolution # 07-61-20-R approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On October 20, 2020, the Board of Commissioners authorized resolution # 10-96/20-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On February 16, 2021, the Board of Commissioners authorized resolution # 02-07/21-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On December 21, 2021, the Board of Commissioners authorized resolution # 12-102/21-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS The ACOP is required by HUD and the purpose of the ACOP is to establish policies for carrying out the Low-Income Public Housing (LIPH) program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan; and

WHEREAS, The revisions are updates to the chapters on Applications, Waiting List and Tenant Selection and the Transfer Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN and the President be And hereby is authorized, empowered and directed to act on behalf of ECC/HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH, the agreement contemplated and hereby to take all necessary actions to revise the ECC/HANH Admissions and Continued Occupancy Policy (ACOP) to include updates to the chapters on Applications, Waiting List and Tenant Selection and the Transfer Policy.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:
MCCARTER AND ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

MEMORANDUM

TO: Board of Commissioners

DATE: June 21, 2022

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution authorizing the revision of the ECC/HANH Admission and Continued Occupancy Plan (ACOP)

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #XXXX

TIMING: Immediately

DISCUSSION: On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S, approving the revision of the Admissions and Occupancy Policy (ACOP).

On January 21, 2020, the Board of Commissioners authorized resolution # 01-02/20-S, approving the revision of the Admissions and Occupancy Policy (ACOP).

On June 16, 2020, the Board of Commissioners authorized resolution # 03-22/20-S, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

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On December 21, 2021, the Board of Commissioners authorized resolution # 12-102/21-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP).

The ACOP is required by HUD. The purpose of the ACOP is to establish policies for carrying out the Low-Income Public Housing (LIPH) program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan. The ACOP is a supporting document to the ECC/HANH MTW plan and is available for public review as required by CFR 24 Part 903.

The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for Low Income Public Housing (LIPH) program funding.

ECC/HANH is responsible for complying with all changes in HUD regulations pertaining to the LIPH program. If such changes conflict with this plan, HUD regulations will have precedence.

HUD regulations contain a list of what must be included in the ACOP.

The revisions are updates to the following chapters.

- Chapter 4 – Applications, Waiting List and Tenant Selection
 - LIPH to HCV Options for Residents
 - Interagency Relocation Agreement with Cooperating PHAs; VAWA Admissions
- Chapter 12 – Transfer Policy
 - Transfer Processing – Transfer List

A 30-day comment period occurred from April 4, 2022 to May 3, 2022. A public hearing for comments was held on May 2, 2022.

There were two (2) public comments that have been added to the ACOP.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: Evelise Ribeiro, Director of MTW

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION NUMBER XXXX

RESOLUTION AUTHORIZING THE REVISION OF THE ECC/HANH ADMISSION AND CONTINUED OCCUPANCY PLAN (ACOP)

WHEREAS, On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S, approving the revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On January 21, 2020, the Board of Commissioners authorized resolution # 01-02/20-S approving the revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On June 16, 2020, the Board of Commissioners authorized resolution # 03-22/20-S, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On July 21, 2020, the Board of Commissioners authorized resolution # 07-61-20-R approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On October 20, 2020, the Board of Commissioners authorized resolution # 10-96/20-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On February 16, 2021, the Board of Commissioners authorized resolution # 02-07/21-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS, On December 21, 2021, the Board of Commissioners authorized resolution # 12-102/21-R, approving an additional revision of the Admissions and Occupancy Policy (ACOP); and

WHEREAS The ACOP is required by HUD and the purpose of the ACOP is to establish policies for carrying out the Low-Income Public Housing (LIPH) program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan; and

WHEREAS, The revisions are updates to the chapters on Applications, Waiting List and Tenant Selection and the Transfer Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN and the President be And hereby is authorized, empowered and directed to act on behalf of ECC/HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH, the agreement contemplated and hereby to take all necessary actions to revise the ECC/HANH Admissions and Continued Occupancy Policy (ACOP) to include updates to the chapters on Applications, Waiting List and Tenant Selection and the Transfer Policy.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:
MCCARTER AND ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
PROPOSED AMENDMENT TO THE LIPH ADMISSION AND CONTINUED OCCUPANCY PLAN
(ACOP) AND HCV ADMINISTRATIVE PLAN (ADMIN PLAN)**

Elm City Communities, the Housing Authority of the City of New Haven (ECC/HANH) is proposing to amend sections of its Low-Income Public Housing Admissions and Continued Occupancy Policy (ACOP) and the Housing Choice Voucher (HCV) Administrative Plan (Admin Plan).

Copies of the amendment to the ACOP and the Administrative Plan will be made available on Monday, April 4, 2022 on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCCommunities or via Facebook www.facebook.com/ElmCityCommunities.

You are invited to provide written comments addressed to: ECC/HANH, ACOP & Admin Plan Revisions; Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 or via email to: eribeiro@elmcitycommunities.org.

A public hearing where public comments will be accepted and recorded is scheduled for Monday, May 2 2022 at 2:00pm via RingCentral:

<https://meetings.ringcentral.com/j/1442345626?pwd=V01CUkxOZVBvTDVjeDIicXV4T0luUT09> Password: 325851

Or Phone:

US: +1(646)3573664, Meeting ID: 144 234 5626

Any individual requiring a Reasonable Accommodation to participate in the hearing may call the Reasonable Accommodation Manager (203) 498-8800, ext. 1507 or at the TDD Number (203) 497-8434.

**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
(ECC/HANH) ENMIENDA PROPUESTA AL PLAN DE ADMISIÓN Y OCUPACIÓN CONTINUA
(ACOP) Y AL PLAN ADMINISTRATIVO DE HCV (PLAN ADMIN) DEL LIPH**

Elm City Communities, la Autoridad de Vivienda de la Ciudad de New Haven (ECC/HANH) propone enmendar secciones de su Admisión a Viviendas Públicas de Bajos Ingresos y Política de Ocupación Continua (ACOP) y el Plan Administrativo de Vales de Elección de Vivienda (HCV) (Admin Plan).

Las copias de la enmienda al ACOP y el Plan Administrativo estarán disponibles el lunes 4 de abril de 2022 en el sitio web de la agencia www.elmcitycommunities.org o a través de Twitter, www.twitter.com/ECCCommunities o a través de Facebook [www.facebook.com /Comunidades de ElmCity](https://www.facebook.com/ComunidadesdeElmCity).

Se le invita a proporcionar comentarios por escrito dirigidos a: ECC/HANH, ACOP & Admin Plan Revisions; Atención: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

Una audiencia pública donde se aceptarán y grabarán los comentarios públicos está programada para el lunes 2 de mayo de 2022 a las 2:00 p. m. a través de RingCentral:

<https://meetings.ringcentral.com/j/1442345626?pwd=V01CUkxOZVBvTDVjeDIicXV4T0luUT09> Contraseña: 325851

O Teléfono:

EE. UU.: +1(646)3573664, ID de reunión: 144 234 5626

Cualquier persona que requiera una Adaptación Razonable para participar en la audiencia puede llamar al Gerente de Adaptación Razonable (203) 498-8800, ext. 1507 o al Número TDD (203) 497-8434

Housing Authority of the City of New Haven/Elm City Communities
Public Hearing: Proposed Amendment to ACOP and Administration Plan Changes
Monday, May 2, 2022 @ 2:00 p.m.
360 Orange Street, New Haven, CT 06511
(Via RingCentral teleconference)

Those present included:

Evelise Ribeiro, ECC/HANH
Gary Hogan, ECC/HANH
Yesica Hernandez-Perez, ECC/360Mgt
Agnes Covil, ECC/360 Mgt
Frank Rivera, ECC/HANH
Saudi Cruz, ECC/360 Mgt
Jocelyne Barszczweski, ECC/Glendower
Jasmine Valdovinos, ECC/360 Mgt
Will Viederman, ECC/HANH
Chaze Washington, ECC/360 Mgt
John Murray, ECC/360 Mgt
Ed LaChance, ECC/Glendower
Ricardo Rodriguez, ECC/HANH
Alex Martinez, ECC/360 Mgt
Rachel Gilroy, ECC/HANH
Pam Heard, ECC/HANH

The public hearing was called to order at 2:00 p.m. by Evelise Ribeiro, Director of Compliance and Moving to Work Initiatives.

Ms. Ribeiro read the legal notice aloud which stated the reason the public hearing was being called. She noted that the notice was in English and Spanish and both versions would be submitted for the record.

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
PROPOSED AMENDMENT TO THE LIPH ADMISSION AND CONTINUED OCCUPANCY PLAN (ACOP)
AND HCV ADMINISTRATIVE PLAN (ADMIN PLAN)**

Elm City Communities, the Housing Authority of the City of New Haven (ECC/HANH) is proposing to amend sections of its Low-Income Public Housing Admissions and Continued Occupancy Policy (ACOP) and the Housing Choice Voucher (HCV) Administrative Plan (Admin Plan).

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**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
(ECC/HANH) ENMIENDA PROPUESTA AL PLAN DE ADMISIÓN Y OCUPACIÓN CONTINUA (ACOP) Y
AL PLAN ADMINISTRATIVO DE HCV (PLAN ADMIN) DEL LIPH**

Elm City Communities, la Autoridad de Vivienda de la Ciudad de New Haven (ECC/HANH) propone enmendar secciones de su Admisión a Viviendas Públicas de Bajos Ingresos y Política de Ocupación Continua (ACOP) y el Plan Administrativo de Vales de Elección de Vivienda (HCV) (Admin Plan).

Las copias de la enmienda al ACOP y el Plan Administrativo estarán disponibles el lunes 4 de abril de 2022 en el sitio web de la agencia www.elmcitycommunities.org o a través de Twitter, [www.twitter.com/ECCCommunities](https://twitter.com/ECCCommunities) o a través de Facebook [www.facebook.com /Comunidades de ElmCity](https://www.facebook.com/ComunidadesdeElmCity).

Se le invita a proporcionar comentarios por escrito dirigidos a: ECC/HANH, ACOP & Admin Plan Revisions; Atención: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

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<https://meetings.ringcentral.com/j/1442345626?pwd=V01CUkxOZVBvTDVjeDlIcXV4T0luUT09> Contraseña: 325851

O Teléfono:

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Cualquier persona que requiera una Adaptación Razonable para participar en la audiencia puede llamar al Gerente de Adaptación Razonable (203) 498-8800, ext. 1507 o al Número TDD (203) 497-8434

At 2:02 p.m., the meeting was opened to take public comments.

Public Comments:

Gary Hogan – Vice President of Operations for Low Income Public Housing

Recommendations for language change in two areas.

Chapter 4, Applications, Waiting List and Tenant Selection, 2nd paragraph on page 4-24, Under Option 2

It reads currently

When vouchers are available, the RAM will contact families from the LIPH transfer wait list who was on the list for more than 6 months with a VAWA preference

(Suggested change)

When advised of the number of vouchers available, the RAM will contact families from the LIPH transfer wait list who were on the list for 90 days or more with a VAWA preference

The 2nd recommended change

The 2nd paragraph on page 4-26 which currently reads

Each referred family will receive one unit offer from ECC/HANH and would like it to read

(Suggested change)

Each referred family will receive 1 unit offer per site-based wait list from ECC/HANH

This concludes the recommendations.

Evelise Ribeiro thanked Gary Hogan for the public comments and stated that it would be added to the records for consideration.

Evelise Ribeiro asked a second time if there were any other public comments.

Yesica Hernandez-Perez, Vice President of Property Operations for 360 Management.

Chapter 19 – Transfer section. Define Refusal for Good Cause for Unit refusal which is not currently in the policy.
Chapter 4, Part IV

Proposed Language

Examples of good cause for refusal of a unit offer include, but are not limited to:

- The family demonstrates to ECC/HANH's satisfaction that accepting the unit offer will require an adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to ECC/HANH's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal family member.
- The unit is inappropriate for the applicant's disabilities or approved reasonable accommodation, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.
- Other compelling reasons as approved by ECC/HANH.

ECC/HANH will require documentation of good cause for unit refusals.

Evelise Ribeiro thanked Yesica Hernandez Perez and asked that the written public comments be submitted for the record.

Evelise Ribeiro asked a third and fourth time for public comments.

She stated that we would wait a few minutes for anyone who was late to the meeting and would ask for public comments again.

2:09 pm. – Evelise Ribeiro asked a fifth for further public comments

There was sixth call for public comments.

There was a seventh call for public comments.

2:15 pm – eighth, ninth and tenth call for public comments.

Adjournment:

The attendance was recorded.

She then thanked the participants and the public hearing was adjourned at 2:15 p.m.

ADMISSIONS
AND
CONTINUED
OCCUPANCY
POLICY

Chapt er	Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
4	4-IV	LIPH to HCV OPTIONS FOR RESIDENTS	4.24- 4.25	ECC will offer two relocation options to resident families who experience new incidents of domestic violence and are approved for inclusion on the LIPH transfer list. Per Notice PIH 2021-15 (HA), issued May 5, 2021. The Emergency Housing Voucher (EHV) program is available through the. American Rescue Plan Act of 2021 (P.L. 117-2) (ARP) . The U.S. Department of Housing and Urban Development (HUD) has awarded 37 of Emergency Housing Vouchers (EHVs) to the ECC/HANH to be used to assist individuals and families who are: (1) homeless; (2) at risk of homelessness	Option 2 Each month, the Reasonable Accommodations Manager (RAM) or designee will determine how many families were on the LIPH Transfer wait list for more than 90 days. The RAM will then contact the HCV Manager or designee to determine if non-EHV vouchers are available for said families. When vouchers are available, the RAM will contact families from the LIPH transfer wait list who was on the list for more than 90 days with a VAWA preference, did not receive and accept a unit transfer offer and not previously contacted for a housing voucher option (using date of the approval for VAWA protections). These families will be invited to an informational session to discuss their option of receiving a voucher or remaining on the transfer list awaiting a transfer unit offer. Families will indicate their preference in writing within 10 business days of the informational session by using the election form provided at the session. The offer to opt for a Housing Choice Voucher will only occur once for each family. Those resident families choosing vouchers will be referred to HCV department for inclusion on the HCV VAWA transfer list. The families will be invited to a briefing and voucher issuance by HCV. The family remains a LIPH family with no loss of rights until another unit is identified by the family, the unit is approved by ECC to lease and a HAP contract is executed by ECC and a property owner on behalf of the family. If a family chooses a voucher but later opts to stay on the LIPH transfer list instead of using the voucher, the family will be able to do so. The written notification by the family must occur prior to the lease signing with another property owner and execution of a Housing Assistance Contract by ECC/HANH HCV staff and property owner.	
4		INTERAGENCY RELOCATION AGREEMENT WITH COOPERATING PHAS; VAWA ADMISSIONS	4.25		ECC/HANH has executed agreements with a cooperating Connecticut PHAs to house each PHA's residents who are victims of domestic violence. This would occur after the initial PHA has unsuccessfully exercised all efforts to safely relocate the family. Families Referred to ECC ECC/HANH will require a referring PHA, that has made several attempts to relocate a family who is current victim of domestic violence to ECC/HANH. ECC/HANH will require the referring PHA to submit a statement that outlines what relocation attempts were made, including dates and outcomes. Upon the receipt of a referral from the cooperating PHA, ECC will: 1.Add the referred applicant to the site-based waiting lists with a VAWA preference 2.Offer a unit accordingly as the family reaches the top of the waiting list ECC/HANH will advise the PHA and family of their status on the wait list and that they will be housed accordingly. Once the family reaches the top of the ECC/HANH site-based wait list, ECC/HANH will advise the cooperating PHA and family, of the availability of a unit and will proceed to house the family accordingly.	

Chapt er	Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
4					<p>ECC/HANH will follow the Eligibility Determination, Unit Offer and Lease Up policy and procedures.</p> <p>When the unit is ready to be leased by the Family, ECC/HANH and the referring PHA will coordinate an End of Participation recertification by the referring PHA and a New Admission recertification by ECC/HANH for PIC submission. Each referred family will receive 1 unit offer from ECC/HANH unless mitigating circumstances exist.</p> <p>ECC referrals to cooperating PHA</p> <p>When an ECC/HANH resident family has experienced new incidents of domestic violence and ECC has made several unsuccessful attempts to relocate the Family, ECC/HANH will refer the family to the cooperating PHA for relocation. At the time of the referral, ECC/HANH will provide a statement of all efforts made to relocate the Family to a safe environment.</p> <p>The cooperating PHA will house the ECC/HANH resident according to their policies and procedures and admission criteria</p>	
12	12-I.C	EMERGENCY TRANSFER PROCEDURES	12.3		<p>In cases where ECC/HANH does not have a unit available for an emergency transfer ECC/HANH can transfer the resident to one of its affiliated entities. Emergency transfers from one LIHTC/RAD/PBV/LIPH development are allowable for Emergencies that cannot be immediately mediated and are subject to applicable LIHTC/LIPH income guidelines. Emergency transfers will be placed on a centralized transfer list for LIHTC/RAD/PBV/LIPH residents.</p>	
12	IV	TRANSFER POLICY	12.13		<p>Preferences for Resident Transfers are as follows:</p> <ol style="list-style-type: none"> 1)Emergency 2)Reasonable Accommodation for Accessible Units 3)Reasonable Accommodation for other than those needing accessible units or units with accessible features 4)Transfers mandated by modernization projects 5)VAWA transfers 6)Urgent- Non-VAWA Crime and Safety related transfers 7)Transfers due to over and under housing by more than two degrees 8)Other administrative transfers 	
12	IV	TRANSFER POLICY	12.13		<p>Transfers from an LIPH development to another LIPH development or a LIHTC ACC, PBV or RAD/PBV development are allowable for all preferences, subject to LIHTC income guidelines and applicable Tenant Selection Plans.</p> <p>The transfer list is an agency-wide transfer list and not a site-based list. One out of every ten offers will be made to a resident-requested transfer.</p> <p>Per the development Resident Selection Plan, a resident who resides in a development and requires a different unit size or type will have a priority over other households on the Site based Waitlist for the unit that has become vacant in that Development</p>	

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to reside in public housing, the family must submit an application that provides ECC/HANH with the information needed to determine the family's eligibility. HUD requires ECC/HANH to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, ECC/HANH must select families from the waiting list in accordance with HUD requirements and ECC/HANH policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and the Annual Plan.

ECC/HANH is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or ECC/HANH that justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that ECC/HANH comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13] (see chapter 2).

This chapter describes ECC/HANH policies for accepting applications, managing the waiting list and selecting families from the waiting list. Policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise ECC/HANH's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process and discusses how applicants can obtain and submit applications. It also specifies how ECC/HANH will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how ECC/HANH's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process ECC/HANH will use to keep the waiting list current.

Part III: Tenant Selection. This part describes the policies that guide ECC/HANH in selecting families from the waiting list as units become available. It also specifies how interviews will be used to ensure that ECC/HANH has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part contains policies guiding ECC/HANH's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement on the waiting list. Included is ECC/HANH's obligation to ensure accessibility of the application process.

4-I.B. APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program when the waiting list for the specific site-based development is open.

HUD permits ECC/HANH to determine the format and content of LIPH applications, as well how such applications will be made available to interested families and how applications will be accepted by ECC/HANH. ECC/HANH must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of ECC/HANH's application.

ECC/HANH Policy

When opening the waiting list, ECC/HANH will publicly announce the accepting of applications (see Section 4-II-C).

Families may apply for the wait list through the ECC/HANH Applicant portal at <https://ecc.myhousing.com>. If the applicant needs a reasonable accommodation to complete the pre-application, the applicant may contact the Reasonable Accommodation Manager at 203-498-8800 x1507. Application forms can also be obtained at the ECC/HANH website at www.elmcitycommunities.org or United Way's 211 Info line at <http://www.cthcvp.org>.

A family may request to pick up an application form at the agency offices or to have the application mailed to them as a reasonable accommodation.

All applications received via mail will be date and time stamped. Mailed applications will be added to the waitlist based on the date and time that they are stamped as received.

Only one application will be accepted per family; duplicate applications will be discarded.

Applications received after the published deadline date will be rejected.

Completed applications must be submitted via the Wait List portal. Applications must be complete in order to be accepted by the ECC/HANH for processing.

The Applicant Portal does not allow incomplete applications to be submitted through the portal. If a pre-application submitted in any way other than the portal is incomplete, the ECC/HANH will not accept the application but will instead notify the applicant by mail or email, if applicable, that the application is incomplete and has been denied.

An applicant whose application has been denied for not meeting the published application criteria will be provided with the opportunity to appeal ECC/HANH's decision that the application did not meet the published application criteria within 10 business days of the notice of application denial.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

ECC/HANH must take a variety of steps to ensure that the pre-application process is accessible to those people who might have difficulty complying with the standard ECC/HANH pre-application process.

Disabled Populations [24 CFR 8; PH Occ GB, p. 68]

ECC/HANH must provide reasonable accommodation as needed for persons with disabilities to make the pre-application process fully accessible. The facility where pre-applications are accepted and the pre-application process must be fully accessible, or ECC/HANH must provide an alternate approach that provides equal access to the program (see chapter 2).

Limited English Proficiency

ECC/HANH is required to take reasonable steps to ensure meaningful access to our programs and activities by persons with limited English proficiency [24 CFR 1] (see chapter 2).

4-I.D. PLACEMENT ON THE WAITING LIST

Ineligible for Placement on the Waiting List

ECC/HANH Policy

The Applicant Portal does not allow incomplete applications to be submitted. If an application is incomplete, the applicant will not be able to submit the application until the application is completed with all required information. If a pre-application submitted in any way other than the portal is incomplete, ECC/HANH will not accept the application but will instead notify the applicant by mail or email, if applicable, that the application is incomplete and give an opportunity to complete the application.

Applicants will not be screened for ineligibility at the pre-application stage. Screening for ineligibility will occur at the time of tenant selection at the full application stage.

Eligible for Placement on the Waiting List

ECC/HANH Policy

Applicants will be placed on the waiting list according to ECC/HANH preference(s) and the date and time their complete application is received by ECC/HANH.

ECC/HANH will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5).

Families may request to be placed on the waiting list for a unit size smaller than

designated by the occupancy guidelines (as long as the unit is not overcrowded according to ECC/HANH standards and local codes). However, in these cases, the family must agree not to request a transfer for one year after admission, unless they have a change in family size or composition.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, ECC/HANH will verify any preference(s) claimed and determine eligibility and suitability for admission to the program.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

ECC/HANH must have policies regarding the type of waiting list it will utilize as well as how the waiting list will be organized and managed.

4-II.B. ORGANIZATION OF THE WAITING LIST

ECC/HANH's public housing waiting list must be organized in such a manner to allow ECC/HANH to accurately identify and select families in the proper order, according to its admissions policies.

ECC/HANH Policy

The waiting list will contain the following information for each applicant listed:

- Entity ID number
- Name and social security number of head of household
- Date of Birth
- Unit size required (number of family members)
- Amount and source of annual income
- Accessibility requirement, if any
- Household type (family, elderly, disabled)
- Admission preference, if any
- Race and ethnicity of the head of household
- Gender
- The specific site(s) selected
- Date and time of application or application

ECC/HANH may adopt one community-wide waiting list or site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

ECC/HANH Policy

ECC/HANH has adopted a system of site-based waiting lists.

HUD requires that public housing applicants must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that the ECC/HANH operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

ECC/HANH must manage its site-based waiting list in a manner that is consistent with the ECC/HANH's activities to affirmatively further fair housing, such as marketing to groups least likely to apply for public housing

ECC/HANH must have a system for regular review of the results of its site-based waiting list operation to examine any changes in the racial and ethnic makeup of each site through steps described below.

- Each year, as part of its Annual Plan preparation, ECC/HANH must assess any changes in the racial and ethnic make-up of sites with site-based waiting lists, based on data that has been determined to be accurate by ECC/HANH's Independent Public Accountant.
- At least every three years ECC/HANH must use independent testers, or some other method approved by HUD to ensure that applicants are not treated differently based upon their race or ethnicity, and that no patterns or practices of discrimination exist; and
- ECC/HANH must make changes in its site-based waiting list system, as needed, based on the data and methods above to affirmatively further fair housing.

4-II.C. OPENING AND CLOSING THE WAITING LIST

Closing the Waiting List

ECC/HANH is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all of its developments. ECC/HANH may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

ECC/HANH Policy

ECC/HANH may close the waiting list when the estimated waiting period for housing applicants on the list reaches 48 months for the most current applicants. Where ECC/HANH has particular preferences or other criteria that require a specific category of family, ECC/HANH may elect to continue to accept applications from these applicants while closing the waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time.

ECC/HANH Policy

ECC/HANH will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

ECC/HANH will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

New Haven Register, Inner City, La Voz, The City of New Haven's Office on Disabilities, Facebook, Twitter, other social media, and the State of Connecticut website

4-II.D. FAMILY OUTREACH [24 CFR 903.2(d); 24 CFR 903.7(a) and (b)]

ECC/HANH should conduct outreach as necessary to ensure that ECC/HANH has a sufficient number of applicants on the waiting list to fill anticipated vacancies and to assure that ECC/HANH is affirmatively furthering fair housing and complying with the Fair Housing Act.

ECC/HANH outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

ECC/HANH outreach efforts must be designed to inform qualified families about the availability of units under the program.

ECC/HANH Policy

ECC/HANH will monitor the characteristics of the population being served and the characteristics of the population as a whole in ECC/HANH's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

ECC/HANH Policy

While the family is on the waiting list, the family must inform ECC/HANH of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, the waiting list will be updated accordingly.

4-II.F. UPDATING THE WAITING LIST

HUD requires ECC/HANH to establish policies that describe the circumstances under which applicants will be removed from the waiting list [24 CFR 960.202(a)(2)(iv)].

Purging the Waiting List

The decision to remove an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation (see Chapter 2).

ECC/HANH Policy

The waiting list will be updated as needed, at least annually, to ensure that all applicant information is current and timely.

ECC/HANH will consider the following factors when deciding to purge/update the waiting list and may decide to purge individual site-based Waiting List at a given time.

To purge the waiting list, ECC/HANH will send a purge letter via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the LIPH program.

This purge letter will be sent to the last address that ECC/HANH has on record for the family. The purge letter will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

Applicants must complete a new preliminary application providing all the information needed for placement on the waiting list, such as address, phone number, household composition, income, and email address if applicable.

If no response is received by the deadline, the applicant is removed from the Waiting List and a copy of the original letter shall be maintained in the file with a note indicating the date and reason for removing the applicant from the Waiting List.

The family's response must be in writing and may be delivered in person or by mail. Responses should be postmarked or received by ECC/HANH not later than 15 business days from the date of ECC/HANH's letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office marked undeliverable or with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The address will be updated accordingly. The family will have 15 business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the purge process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent ECC/HANH from making an eligibility determination; therefore, no informal hearing is required.

If a family is removed from the waiting list for failure to respond, ECC/HANH may reinstate the family if the lack of response was due to ECC/HANH error, or to circumstances beyond the family's control to include but limited to, hospitalization, delayed mail delivery, or other reasonable accommodation circumstances.

Removal from the Waiting List

ECC/HANH Policy

ECC/HANH will remove an applicant from the waiting list upon request by the applicant family. In such cases no informal hearing is required. Such requests must be submitted in writing.

If ECC/HANH determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because ECC/HANH has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding ECC/HANH's decision (see Chapter 14) [24 CFR 960.208(a)].

PART III: TENANT SELECTION

4-III.A. OVERVIEW

ECC/HNH must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. ECC/HANH must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. ECC/HANH must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by ECC/HANH and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

ECC/HANH must maintain a clear record of all information required to verify that the family is selected from the waiting list according to ECC/HANH's selection policies [24 CFR 960.206(e)(2)]. ECC/HANH's policies must be posted any place where the ECC/HANH receives applications. ECC/HANH must provide a copy of its tenant selection policies upon request to any applicant or tenant. ECC/HANH may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

ECC/HANH Policy

ECC/HANH will provide copies of tenant selection policies free of charge, upon request.

4-III.B. SELECTION METHOD

Local Preferences [24 CFR 960.206]

ECC/HANH is permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits ECC/HANH to establish other local preferences, at its discretion. Any local preferences established must be consistent with the ECC/HANH plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

ECC/HANH Policy

ECC/HANH will use the following local ranking preference system for admission into the LIPH program: 1) Persons displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to Federal disaster relief laws. 24 CFR 5.403(b). This preference will be prioritized in the following Tiers:

- a) **Tier I:** Displaced by Government Action, In-house redevelopment
Displacement as the result of ECC/HANH planned
development/demolition/disposition activity, including from buildings

condemned for health and safety reasons, and including from ECC/HANH public housing units undergoing demolition/disposition, if such action is under a Uniform Relocation Act (URA)

b) Tier II: Displaced by Government Action, I.e. Local Natural Disaster or Building condemnation

Displacement as the result of a local natural disaster and/or condemnation of a property or dwelling for health and safety reasons.

c) Tier III: Displaced by Government Action, As defined by US Department of Housing

Displacement as defined by US Department of Housing and Urban Development as the result of a natural disaster or event defined Emergency event resulting in the displacement of persons needing housing assistance.

Documented victims of domestic violence, sexual assault, dating violence or stalking. Violence Against Women Act (VAWA) for applicants who are victims of domestic violence, dating violence, sexual assault or stalking including LIPH resident and applicant families claiming protections under the Violence Against Women Act (VAWA), See the VAWA preference policy for more information.

To qualify for the VAWA preference, the incident must have taken place no more than 90 calendar days prior to date of ECC/HANH's receipt of the VAWA application.3) Local Preference based on Income Targeting 24 CFR 960.202. Applicants will be grouped as follows

a) Tier I: Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year). This preference is required by Federal law.

b) Tier II: Families with incomes from 31% to 50% of area median income (the target for this group is 30% of all admissions in any year).

c) Tier III: Families with incomes from 51% to 80% of area median income (the target for this group is 30% of all admissions in any year).

Within income Tiers, applications are sorted by wait list position number (date and time of application).

Designated Housing

- a. Elderly/Disabled (Mixed Population) - Projects designated for Elderly and Disabled families:¹ Elderly families and disabled families receive equal preference. Applicants must apply to a site-based waiting list.
- b. ECC/HANH's Self-Sufficiency Scattered Sites – Sites consisting of small developments and scattered single family homes are designated self-

¹ Buildings or portions of buildings designated for elderly persons and persons with disabilities. The definition of an elderly family is one in which the head, spouse or cohead is 62 or older. The definition of a disabled family is one in which the head, spouse or cohead is a person with disabilities.

sufficiency housing, with eligibility targeted to Tier III applicants and transfers. These sites are designated for families between 51% to 80% AMI.

- c. Accessible Housing – ECC/HANH maintains a percentage of units in its portfolio that are UFAS-compliant (i.e., wheelchair accessible, mobility-impaired accessible units, hearing-impaired accessibility, sight-impaired accessible units, etc.). Priority for these units shall be given to families with one or more members who require such features. Applicants may apply to the Accessible Housing waiting list as well as to the general waiting list.
- d. Supportive Housing Matching Program - ECC/HANH is authorized under its Moving to Work status to develop and adopt a voluntary program for its properties that matches housing with health, social services and/or economic development programs tailored to each resident’s opportunity to become self-sufficient. In carrying out this program, a certain number of sites are designated a specific number of units for applicants, and a certain number of sites are designated a specific number of units for residents. Priority of units designated under this program will be given to eligible ECC/HANH residents and eligible applicants referred by supportive service agencies pursuant to an agreement with ECC/HANH to provide such supportive services. Applicants must apply to the site-based Supportive Housing waiting list for these designated sites.
- e. Community Re-entry & Community Reunification Program – ECC/HANH was authorized under its Moving to Work Annual Plan to develop and implement a program to increase housing choice and support family self-sufficiency. Under the Community Reentry program, ECC/HANH serves individuals who have reentered society after completing a prison sentence through Project Fresh Start, as well as individuals looking to be added to a current ECC/HANH household under the Family Reunification program. Ten percent (10%) of the new admissions each year will be allocated to applicants on Reentry waitlist. Residents under the family reunification program do not count toward the number of units allocated to reentry each year as they are individuals being added to existing LIPH households. Additionally, under family reunification, all new admissions to households under the family reunification program will be referred to the team at the partner agency Project Fresh Start.
A preference does not guarantee admission to the program. Preferences are used to establish eligibility for placement on the Community Re-Entry housing waiting list. Every applicant must meet the ECC/HANH’s eligibility and Selection Criteria as defined in this policy.

Income Targeting Requirement [24 CFR 960.202(b)]

HUD requires that extremely low-income (ELI) families make up at least 40 percent of the families admitted to public housing during ECC/HANH’s fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income,

whichever number is higher [*Federal Register* notice 6/25/14]. To ensure this requirement is met, ECC/HANH may skip non-ELI families on the waiting list in order to select an ELI family.

ECC/HANH Policy

ECC/HANH's Tiered preference system described in this Section, above, ensures compliance with HUD's income targeting requirement.

Organization of ECC/HANH's Site-Based Waiting Lists

ECC/HANH maintains a system of site-based waiting lists. Applications are accepted via the Wait List Application web portal, at ECC/HANH's central office at 360 Orange Street and at each site. Every reasonable action will be taken by ECC/HANH to assure that applicants can make informed choices regarding the developments in which they wish to reside. ECC/HANH will disclose information to applicants regarding the location of available sites, housing type, number, and size of units, including accessible units. ECC/HANH will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

ECC/HANH maintains separate site-based waiting lists for applicants for the following:

Site Based (Family) Developments

McConaughey Terrace

Westville Manor

Essex Townhouses

Valley Townhouses

Scattered Sites

Elderly/Disabled Developments [24 CFR 960.407]

Robert T. Wolfe

George Crawford Manor

An elderly/disabled development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or ECC/HANH at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102].

Elderly family means a family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age.

Disabled family means a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

ECC/HANH must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments. ECC/HANH may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, ECC/HANH must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units. ECC/HANH may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

Scattered Site Developments (General Occupancy) (For Tier III Transfers and Applicants)

Scattered sites are ECC/HANH designated self-sufficiency units and are available for Tier III transfer residents and applicants, e.g., families at 51% to 80% of AMI. Scattered sites are located throughout the jurisdiction ECC/HANH serves.

Transfer policy for scattered sites residents is found in Chapter 12, Transfers.

Supportive Services for Persons and Families Approved for Such Services by ECC/HANH Designated Supportive Services Agencies (for Applicants and Residents)

Robert T. Wolfe

George Crawford Manor

The site-based supportive housing waiting lists are open to applicants who have indicated a preference for and who qualify for the supportive services associated with that waiting list. Applicants may demonstrate their eligibility by providing a standard form, "Preference Form for ECC/HANH-Assisted Supportive Housing Programs," signed by both the applicant and the service provider or its authorized representative. A preference does not guarantee admission to the program. Preferences are used to establish eligibility for placement on a supportive housing waiting list. Every applicant must meet ECC/HANH's eligibility and Selection Criteria as defined in this policy.

All applicants must be able to meet any property-specific admissions requirements at the time of admission.

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

ECC/HANH's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of ECC/HANH's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)].

ECC/HANH's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as ‘covered developments’ and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements:

- developments operated by a PHA with fewer than 100 public housing units
- mixed population or developments designated specifically for elderly or disabled families
- developments operated by a PHA with only one general occupancy development
- developments approved for demolition or for conversion to tenant-based public housing
- developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)]

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, ECC/HANH must comply with the following steps:

Step 1. ECC/HANH must determine the average income of all families residing in all ECC/HANH’s covered developments. ECC/HANH may use the median income, instead of average income, provided that ECC/HANH includes a written explanation in its annual plan justifying the use of median income.

ECC/HANH Policy

ECC/HANH will determine the average income of all families in all general occupancy (family) developments on a periodic basis.

Step 2. ECC/HANH must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, ECC/HANH has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

ECC/HANH Policy

ECC/HANH will determine the average income of all families residing in each general occupancy (family) development (not adjusting for unit size) on a periodic basis.

Step 3. ECC/HANH must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low-income family (federal poverty level or 30 percent of median income, whichever number is higher).

Step 4. ECC/HANH with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, ECC/HANH must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

ECC/HANH's deconcentration policy may include, but is not limited to the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments
- Establishing a preference for admission of working families in developments below the EIR
- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration
- Providing other strategies permitted by statute and determined by ECC/HANH in consultation with the residents and the community through the annual plan process to be responsive to local needs and ECC/HANH strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under ECC/HANH's deconcentration policy. ECC/HANH must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under ECC/HANH's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, ECC/HANH will be considered to be in compliance with the deconcentration requirement and no further action is required.

ECC/HANH Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a site based family development above or below the EIR is not explained or justified in the ECC/HANH MTW Plan, ECC/HANH shall list these covered developments in the ECC/HANH Annual Plan and shall develop a policy for deconcentration of poverty and income mixing in applicable developments. ECC/HANH's policies for implementing deconcentration may include:

Targeting investment and capital improvements toward covered developments below the EIR to encourage applicant families whose income is above the EIR to accept units in those developments.

Offering incentives to families with incomes above the EIR willing to move into a development with average income below the EIR and/or to families with incomes below the EIR willing to move into a development with average income above the EIR. These incentives are described in the MTW Annual Plan.

Deconcentration Compliance

If, at annual review, the average incomes at all site-based family developments are within the Established Income Range, ECC/HANH will be considered to be in compliance with the deconcentration requirement.

Promotion of Integration

Beyond the basic requirement of nondiscrimination, ECC/HANH shall affirmatively further fair housing to reduce racial and national origin concentrations. ECC/HANH shall not require any specific income or racial quotas for any development or developments.

ECC/HANH shall not assign families to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin.

Order of Selection [24 CFR 960.206(e)]

ECC/HANH's system of preferences may select families either according to the date and time of application or by a random selection process.

ECC/HANH Policy

Families will be selected from the waiting list based on preference. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by ECC/HANH.

When selecting applicants from the waiting list, ECC/HANH will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. ECC/HANH will offer the unit to the highest-ranking applicant who qualifies for that unit size or type, or that requires the accessibility features.

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

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and ECC/HANH policy.

4-III.C. NOTIFICATION OF SELECTION

When the family has been selected from the waiting list, ECC/HANH must notify the family.

ECC/HANH Policy

ECC/HANH will notify the family by first class mail, or email if applicable, when it is selected from the waiting list.

The notice will inform the family of the following:

- Date, time, and location of the scheduled briefing interview, including any procedures for rescheduling the interview

- Who is required to attend the interview

- Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Documents that must be provided at the interview to document eligibility for a preference, if applicable

Other documents and information that should be brought to the interview

If a notification letter is returned to ECC/HANH with no forwarding address, the family will be removed from the waiting list without further notice.

If the family fails to attend the eligibility/briefing interview, ECC/HANH will make one additional attempt to schedule the family for an eligibility briefing interview. If the family is unable to attend a scheduled interview, the family should contact ECC/HANH in advance of the interview to schedule a new appointment, and the first eligibility/briefing interview will not count as a missed appointment.

In all circumstances, if a family does not attend a scheduled interview, ECC/HANH will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without ECC/HANH approval will be removed from the waiting list based on the family's failure to supply information needed to determine eligibility, subject to reasonable accommodation for people with disabilities.

Such failure to act on the part of the applicant prevents ECC/HANH from making an eligibility determination; therefore, no informal hearing will be offered.

4-III.D. THE APPLICATION INTERVIEW

HUD recommends that ECC/HANH obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if ECC/HANH determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by ECC/HANH [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

ECC/HANH Policy

Families selected from the waiting list are required to participate in an eligibility briefing interview.

All adult family members are required to attend the interview. ECC/HANH may waive this requirement on a case-by-case basis for students attending school out of state and/or members for whom attendance would present a hardship. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to ECC/HANH.

All adults who did not attend the original eligibility briefing, and requirement to attend has not been waived by ECC/HANH, will then be required to attend an interview within

10 business days of the originally-scheduled eligibility briefing to review all provided information and to certify as to the accuracy and completeness of the information.

The interview will be conducted only if the head of household or spouse/cohead provides appropriate documentation of legal identity (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation within 10 business days, the appointment will be rescheduled when the proper documents have been obtained.

Pending disclosure and documentation of social security numbers, ECC/HANH will allow the family to retain its place on the waiting list for 90 days.

If all household members have not disclosed their SSNs at the next time a unit becomes available, ECC/HANH will offer a unit to the next eligible applicant family on the waiting list.

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). If the family is verified as eligible for the preference, ECC/HANH will proceed with the interview.

ECC/HANH typically keeps some waiting lists continuously open for certain specific categories, e.g., Displaced Persons, Victims of Domestic Violence, Elderly-Only sites, Elderly/Disabled sites, Accessible units, and/or four- and five-bedroom units. If ECC/HANH determines the family applying for a targeted waiting list is not eligible for the category, the interview will not proceed, and the family will be denied. However, the applicant will be invited to apply when the waiting list is open in any category for which the family appears to be eligible.

If ECC/HANH determines the family is not eligible for a preference claimed, but the family is still eligible to be on the waiting list, the interview will not proceed and the family will be placed back on the waiting list according to the date and time of their application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, ECC/HANH will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. A 10-day extension will be granted if the family can demonstrate inability to receive documentation prior to the scheduled interview, or hardship. Further extensions may be granted on a case-by-case basis by ECC/HANH operations management. If the required documents and information are not provided within the

required time frame (plus any extensions), the family will be sent a notice of denial (see Chapter 3).

Interviews will be conducted in English. ECC/HANH will provide competent oral interpretation, free of charge, upon request, to Limited English proficient (LEP) applicants.

When ECC/HANH denies eligibility due to failure to supply information needed to determine eligibility, a notice of denial will be issued in accordance with policies contained in Chapter 3, informing the applicant of the right to an informal hearing.

4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]

ECC/HANH must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including ECC/HANH suitability standards, ECC/HANH must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

ECC/HANH Policy

ECC/HANH will notify a family in writing of their final eligibility within 10 business days of the determination and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

ECC/HANH must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

ECC/HANH Policy

If ECC/HANH determines that the family is ineligible, ECC/HANH will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reason(s) for ineligibility and will inform the family of its right to request an informal hearing (see Chapter 14).

If ECC/HANH uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the ECC/HANH can move to deny the application. See Section 3-III.G.

PART 4-IV

VAWA APPLICANT WAITLIST AND TRANSFER WAITLIST PREFERENCE

INTRODUCTION

In support of The Violence Against Women Act, 42 U. S. C. 13701, ECC/HANH has implemented a waitlist preference for victims of domestic violence (VAWA). The preference applies to:

- all site based low income public housing waitlists for developments owned and managed by ECC/HANH,
- ECC/HANH's in-house transfer waitlists
- current applicants on the HCV waitlist.

Preference Qualifications

To qualify for the VAWA preference an incident of domestic violence must have taken place no more than 90 calendar days prior to date of ECC/HANH's receipt of the VAWA application, and the applicant must be currently homeless or at risk of being homeless as a result of domestic violence.

Supporting Documents

The applicant must provide supporting documentation of incident(s) of domestic violence including certification from a federal, state, tribal, territorial or local police; or protective order; or a signed certification by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incident(s) of abuse, and that the applicant is homeless or at risk of becoming homeless as a result of the domestic violence. The victim must also sign the documentation.

Request for Preference

To begin the VAWA preference application process, the applicant may visit our office at 360 Orange Street, New Haven, CT 06511 to obtain a VAWA certification packet. If unable to visit the office, the applicant may contact ECC/HANH's Reasonable Accommodations Manager (RAM) at 498-8800 and request the VAWA Certification Form be mailed.

Once the applicant has received, the VAWA certification form he/she must fill out the form in its entirety, sign and return along with required proof of domestic violence incident(s). All incomplete requests will be denied.

The completed certification packet and supporting documentation are to be mailed or hand delivered to:

**Reasonable Accommodations Manager
Elm City Communities/Housing Authority of the City of New Haven
360 Orange Street
New Haven, Connecticut 06511**

If the applicant cannot mail or hand-deliver the completed form, please contact the Reasonable Accommodations Manager to discuss other methods of delivery.

Denial of Preference

Notification of Rejection will be sent by ECC/HANH's RAM within 10 business days of receipt. The notice will inform the applicant of the basis for such determination and will offer an opportunity for an informal review (see ECC/HANH ACOP for Informal Hearing of Rejected Applicants).

Approval of Preference

When the VAWA preference is approved, the applicant will receive notification of approval as well as the pre-application. Approved families will be added to every wait list for which the family qualifies for by ECC. If an applicant is already on the ECC/HANH applicant waitlist as a result of having previously applied for LIPH, the preference will be applied, and the applicant will be repositioned on the applicant waitlist as outlined in the agency's LIPH Admission and Continued Occupancy Policy (ACOP), based on the date of the original approval date.

An applicant who is not yet on the LIPH or HCV applicant waitlist will be added only to the LIPH applicant site-based waitlist as outlined in the ACOP. If a Public Housing unit of appropriate size is unavailable at any Public Housing development managed by ECC/HANH, the agency President may choose to provide the applicant with a Housing Choice Voucher.

New applicants will not be added to the HCV waitlist, however, once on the LIPH waitlist, families may potentially have a one-time opportunity to opt for vouchers if vouchers are available.

TRANSFERS FOR CURRENT ECC RESIDENTS APPROVED FOR VAWA PROTECTIONS TO ANOTHER ECC/HANH OWNED SITE

Current residents of properties owned and/or managed by ECC who experience new incident(s) of domestic violence may request a unit transfer as a protection.

The resident would submit a completed VAWA certification or Form 5383 for Emergency Transfer Request to ECC's Reasonable Accommodations Manager. The submission must also include supporting documentation of incident(s) of domestic violence including certification from a federal, state, tribal, territorial or local police; or protective order; or a signed certification by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse.

Resident families approved for protections will be added to ECC's LIPH transfer list. The resident families will be offered units in LIPH and RAD properties, and ECC owned properties managed by a 3rd party entity.

LIPH/HCV OPTION FOR APPLICANTS ON LIPH SITE BASED WAITING LISTS WITH VAWA WAIT LIST PREFERENCE

Each Month, the Reasonable Accommodations Manager (RAM) or designee will determine how many families have been on a site based LIPH wait lists for a period of 90 days. The RAM will then contact the HCV Manager or designee to determine if vouchers are available for said families.

When vouchers are available, the Reasonable Accommodations Manager will contact families from the top of the wait list that have not previously been contacted for a Section 8 voucher (using date of receipt of pre-app, since family will have a different position number on each development list). These families will be invited to an informational session to discuss their choice of receiving a voucher or waiting for a LIPH unit. Families will then indicate their preference in writing within 10 business days of the informational session by using the election form provided at the session. The offer to opt for a Housing Choice Voucher will only occur once for each family.

The names of the Applicants choosing vouchers will be provided to the HCV department for inclusion on the HCV wait list with the VAWA preference. The HCV department will conduct briefings and voucher issuances for the families. Families that choose a voucher but later opts to stay on the LIPH waitlist, instead of using the voucher, will be able to do so. The family must provide written notification of such decision to ECC prior to the lease & Housing Assistance Contract signing with ECC/HANH's HCV staff.

Applicants who choose and utilize the voucher will remain on the LIPH wait lists without a preference unless the family requests, in writing, to be removed from the waitlist, or when other circumstances outlined in the ACOP warranting removal from the waitlist occur. Families who opt out of receiving a voucher and choose to remain on LIPH wait lists will do so with the VAWA preference.

LIPH to HCV OPTIONS FOR RESIDENTS

Option 1

ECC will offer two relocation options to resident families who experience new incidents of domestic violence and are approved for inclusion on the LIPH transfer list.

Per Notice PIH 2021-15 (HA), issued May 5, 2021.

The Emergency Housing Voucher (EHV) program is available through the **American Rescue Plan Act of 2021 (P.L. 117-2) (ARP)**.

The U.S. Department of Housing and Urban Development (HUD) has awarded 37 of Emergency Housing Vouchers (EHVs) to the ECC/HANH to be used to assist individuals and families who are:

- (1) homeless;
- (2) at risk of homelessness

Option 2

Each month, the Reasonable Accommodations Manager (RAM) or designee will determine how many families were on the LIPH Transfer wait list for more than 90 days. The RAM will then contact the HCV Manager or designee to determine if vouchers are available for said families.

When vouchers are available, the RAM will contact families from the LIPH transfer wait list who was on the list for more than ~~6 months~~ 90 days with a VAWA preference, did not receive and accept a unit transfer offer and not previously contacted for a housing voucher option (using date of the approval for VAWA protections).

These families will be invited to an informational session to discuss their option of receiving a voucher or remaining on the transfer list awaiting a transfer unit offer. Families will indicate their preference in writing within 10 business days of the informational session by using the election form provided at the session. The offer to opt for a Housing Choice Voucher will only occur once for each family.

Those resident families choosing vouchers will be referred to HCV department for inclusion on the HCV VAWA transfer list. The families will be invited to a briefing and voucher issuance by HCV. The family remains a LIPH family with no loss of rights until another unit is identified by the family, the unit is approved by ECC to lease and a HAP contract is executed by ECC and a property owner on behalf of the family. If a family chooses a voucher but later opts to stay on the LIPH transfer list instead of using the voucher, the family will be able to do so. The written notification by the family must occur prior to the lease signing with another property owner and execution of a Housing Assistance Contract by ECC/HANH HCV staff and property owner.

INTERAGENCY RELOCATION AGREEMENT WITH COOPERATING PHAS

VAWA ADMISSIONS

ECC/HANH has executed agreements with a cooperating Connecticut PHAs to house each PHA's residents who are victims of domestic violence. This would occur after the initial PHA has unsuccessfully exercised all efforts to safely relocate the family.

Families Referred to ECC

ECC/HANH will require a referring PHA, that has made several attempts to relocate a family who is current victim of domestic violence to ECC/HANH. ECC/HANH will require the referring PHA to submit a statement that outlines what relocation attempts were made, including dates and outcomes.

Upon the receipt of a referral from the cooperating PHA, ECC will:

1. Add the referred applicant to the site-based waiting lists with a VAWA preference
2. Offer a unit accordingly as the family reaches the top of the waiting list

ECC/HANH will advise the PHA and family of their status on the wait list and that they will be housed accordingly.

Once the family reaches the top of the ECC/HANH site-based wait list, ECC/HANH will advise the cooperating PHA and family, of the availability of a unit and will proceed to house the family accordingly.

ECC/HANH will follow the Eligibility Determination, Unit Offer and Lease Up policy and procedures.

When the unit is ready to be leased by the Family, ECC/HANH and the referring PHA will coordinate an End of Participation recertification by the referring PHA and a New Admission recertification by ECC/HANH for PIC submission.

Each referred family will receive 1 unit offer, per site based wait list, from ECC/HANH unless mitigating circumstances exist.

ECC referrals to cooperating PHA

When an ECC/HANH resident family has experienced new incidents of domestic violence and ECC has made several unsuccessful attempts to relocate the Family, ECC/HANH will refer the family to the cooperating PHA for relocation. At the time of the referral, ECC/HANH will provide a statement of all efforts made to relocate the Family to a safe environment.

The cooperating PHA will house the ECC/HANH resident according to their policies and procedures and admission criteria

Note: VAWA requirements and PHA policies including definitions, notification, documentation, and confidentiality can be found in chapter 16. Specific VAWA requirements and PHA policies are located in Chapter 3, “Eligibility” (sections 3-I.C and 3-III.F); Chapter 5, “Occupancy Standards and Unit Offers” (section 5-II.D); Chapter 8, “Leasing and Inspections” (section 8-I.B); Chapter 12, “Transfer Policy” (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, “Lease Terminations” (sections 13-III.F and 13-IV.D).

Chapter 12

TRANSFER POLICY

INTRODUCTION

This chapter explains the ECC/HANH'S's transfer policy, based on HUD regulations, HUD guidance, and ECC/HANH policy decisions.

This chapter describes HUD regulations and ECC/HANH policies related to transfers in four parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: ECC/HANH Required Transfers. This part describes types of transfers that may be required by the ECC/HANH, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, preferences the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

ECC/HANH may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

ECC/HANH must have specific policies in place to deal with acceptable transfer requests.

ECC/HANH Policy

ECC/HANH's transfer list is an agency-wide transfer list and not a site-based list. A separate transfer list is maintained for scattered site transfers.

PART I: EMERGENCY TRANSFERS

12-I.A. OVERVIEW

HUD categorizes certain situations that require emergency transfers [PH Occ GB, p. 147]. The emergency transfer differs from a typical transfer in that it requires immediate action by ECC/HANH.

In the case of a structural emergency, it may be unlikely that ECC/HANH will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, ECC/HANH should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

12-I.B. EMERGENCY TRANSFERS

If the structure of the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, ECC/HANH must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

ECC/HANH Policy

Emergency transfers must be approved by the Executive Director/President or designee.

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include but is not limited to: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

ECC/HANH is not required to give prior notice of an emergency transfer.

Emergency conditions that occur due to abuse or neglect will be grounds for emergency transfer, however resident will be charged for the damages caused to the apartment.

12-I.C. EMERGENCY TRANSFER PROCEDURES

ECC/HANH Policy

If the transfer is necessary because of maintenance or other life-threatening conditions defined above, and an appropriate unit is not immediately available, ECC/HANH will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, ECC/HANH will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers are mandatory for the tenant. Refusal of a resident to accept an emergency transfer is grounds for termination of assistance or lease termination and eviction.

In cases where ECC/HANH does not have a unit available for an emergency transfer ECC/HANH can transfer the resident to one of its affiliated entities.

Emergency transfers from one LIHTC/RAD/PBV/LIPH development are allowable for emergencies that cannot be immediately mediated and are subject to applicable LIHTC/LIPH income guidelines. Emergency transfers will be placed on a centralized transfer list for LIHTC/RAD/PBV/LIPH residents.

12-I.D. COSTS OF TRANSFER

ECC/HANH Policy

ECC/HANH will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

ECC/HANH will move the family at ECC/HANH's expense.

All amounts owed under tenancy will follow the family regardless of transfer.

PART II: ECC/HANH REQUIRED TRANSFERS

12-II.A. OVERVIEW

ECC/HANH may require that a resident transfer to another unit under some circumstances. For example, ECC/HANH may require a resident to transfer to make an accessible unit available to a disabled family or may transfer a resident in order to maintain occupancy standards based on family composition or may transfer residents in order to demolish or renovate the unit.

A transfer that is required by ECC/HANH is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12-II.B. TYPES OF ECC/HANH REQUIRED TRANSFERS

ECC/HANH Policy

The types of transfers that may be required by ECC/HANH, include, but are not limited to:

- transfers to make an accessible unit available for a disabled family
- transfers to comply with occupancy standards
- transfers for demolition, disposition, revitalization, or rehabilitation
- emergency transfers as discussed in Part I of this chapter.

Transfers required by ECC/HANH are **mandatory** for the tenant.

Transfers to Make an Accessible Unit Available

When a family is given an accessible unit, but does not require the accessible features, ECC/HANH may require the family to agree to move to a non-accessible unit when it becomes available. ECC/HANH's lease must include the tenant's agreement to transfer to an appropriately sized unit if a family who needs the accessible unit is identified.

ECC/HANH Policy

When a non-accessible unit becomes available, ECC/HANH will transfer a family living in an accessible unit that does not require the accessibility features to an available unit that is not accessible. ECC/HANH may wait until a disabled resident or applicant requires the accessible unit before transferring the family that does not require the accessible features out of the unit. ECC/HANH will give the family a 30 day notice to move, with the right to request a grievance hearing and a reasonable accommodation to remain in the unit if applicable.

Occupancy Standards Transfers

ECC/HANH may require a resident to move when an interim or reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to ECC/HANH policy [24 CFR 960.257(a)(4)].

On some occasions, the ECC/HANH may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The ECC/HANH lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

ECC/HANH Policy

ECC/HANH will transfer a family when the family size has changed, and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied by at least two (2) degrees.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

Overcrowded: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5-I.B, plus one person so the living room may be used as a sleeping room. For example, 5 persons could occupy a two-bedroom unit if the family wishes.

Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the ECC/HANH'S occupancy standards as described in Section 5-I.B.

ECC/HANH may also transfer a family who was initially over-housed to a unit of an appropriate size based on ECC/HANH's occupancy standards, when ECC/HANH determines there is a need for the transfer.

ECC/HANH may also elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move due to occupancy standards will be advised by ECC/HANH that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in Section 5-I.C. will only be required to transfer if it is necessary to comply with the approved exception.

Scattered site in house transfers supersede scattered site wait list applicants.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

These transfers permit ECC/HANH to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148].

ECC/HANH Policy

ECC/HANH will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. ECC/HANH's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the LIPH transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or

rehabilitation is complete.

12-II.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

A ECC/HANH required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, ECC/HANH may not take action on the transfer until the conclusion of the grievance process.

12-II.D. COST OF TRANSFER

ECC/HANH Policy

ECC/HANH will bear the cost of transfers that ECC/HANH requires.

ECC/HANH will bear the cost of transfer related to occupancy standards if ECC/HANH initiates the transfer.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

PART III: TRANSFERS REQUESTED BY TENANTS

12-III.A. OVERVIEW

HUD provides ECC/HANH with discretion to consider transfer requests from tenants. The only requests that ECC/HANH is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of ECC/HANH. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by ECC/HANH.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS

ECC/HANH Policy

The types of requests for transfers that ECC/HANH will consider are limited to requests for

- transfers to alleviate a serious or life threatening medical condition
- transfers to a different unit size as long as the family qualifies for the unit according to ECC/HANH's occupancy standards
- transfers to a location closer to employment
- ECC/HANH will also consider a request for transfer from a family that simply wishes to change locations as long as they meet the criteria defined later in this chapter.

12-III.C. HIGH PRIORITY RESIDENT REQUESTED TRANSFERS

ECC/HANH Policy

ECC/HANH will consider the following as high priority transfer requests:

1) In the event of an urgent transfer, involving violence or criminal activity against a family, the family will be placed on the transfer list with LIPH – Crime and Safety preference and moved to an appropriately sized unit accordingly.

Such circumstances will include:

- Targeted violence- a family member is the actual or potential victim of a criminal attack, retaliation for testimony or hate crime and the threat of violence is verified by a law enforcement professional and/or agency.
- Inadvertent violence- to protect a family member from criminal activity that is occurring at the property of the community in which they are not the targeted victim but request to be transferred for their safety and the threat of violence is verified by a law enforcement professional or agency.

2) Reasonable Accommodations:

When a transfer is needed to give a person with a disability an equal opportunity to use and enjoy a dwelling unit or common area as required by federal and state fair housing laws.

A family may request a transfer as a reasonable accommodation for a disability.

Examples of a reasonable accommodation transfer include, but are not limited to:

- a transfer to accommodate a person with a mobility impairment such as a transfer to a first floor unit, a unit without stairs or to a unit with a bed and bath on the first floor

or, in the case of person who uses a wheelchair for mobility

- a transfer to a unit with accessible features.

Once a family's reasonable accommodation has been approved, the family will be placed on the Reasonable Accommodation Transfer List based on the date the family was approved for the reasonable accommodation and the bedroom size(s) and type of unit, approved for such family and will be offered an available unit that meet's such family's approved disability and bedroom size needs in a Low Income Public Housing (LIPH which includes the Scattered Site units), Project Based Voucher (PBV) or RAD/PBV development/portfolio accordingly..

If it is determined that ECC/HANH cannot accommodate the family's approved disability-related needs in the LIPH, PBV or RAD/PBV portfolio, the family may be added to the HCV/TBV Reasonable Accommodation List for an opportunity for a Tenant Based Voucher (TBV).

The family will be given the option for a TBV or may choose to remain on the Reasonable Accommodation Transfer list until a unit that meets their needs becomes available.

3) VAWA:

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at ECC/HANH's discretion, include an assessment by law enforcement or social service agency indicating that a family member is the actual or potential victim of domestic violence, dating violence, sexual assault, or stalking.

The threat may also be established through documentation outlined in section 16-VII.D, or by any proof accepted by ECC/HANH.

To qualify for the VAWA preference, the incident must have taken place no more than 90 calendar days prior to date of ECC/HANH's receipt of transfer request.

12-III.D. REGULAR PRIORITY RESIDENT-REQUESTED TRANSFERS

ECC/HANH Policy

The regular priority resident requested transfer list is maintained in a first-come, first-served basis.

ECC/HANH will consider the following as regular priority transfer requests:

- When a family requests a larger bedroom size unit even though the family does not meet ECC/HANH's definition of overcrowded, as long as the family meets ECC/HANH's occupancy standards for the requested size unit

- When the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation, and public transportation is not adequate.
- When a family wishes to move to another development for any reason.

Transfers requested by the tenant are considered optional for the tenant.

12-III.E. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, ECC/HANH may establish other standards for considering a transfer request [PH Occ GB, p. 150].

ECC/HANH Policy

ECC/HANH will only consider transfer requests from residents that meet the following requirements, also referred to as a tenant in “good standing”.:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff
- Owe no back rent or other charges, or have a pattern of late payment as defined in the public housing residential lease
- Have no housekeeping lease violations or history of damaging property (a resident with housekeeping standard violations will not be transferred until the resident passes a follow up housekeeping inspection.
- Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

Emergency transfers and transfers for reasonable accommodations are exempt from these requirements.

Exceptions to the good standing requirement may also be made when it is to ECC/HANH’s advantage to make the transfer.

Exceptions may also be made when ECC/HANH determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of one year from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

12-III.F. SECURITY DEPOSITS

ECC/HANH Policy

When a family transfers from one unit to another, ECC/HANH will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the “old” unit.

12-III.G. COST OF TRANSFER

ECC/HANH must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2010-26].

ECC/HANH Policy

The resident will bear all of the costs of transfer s/he requests. However, ECC/HANH will bear the transfer costs when the transfer is done as a reasonable accommodation.

12-III.H. HANDLING OF REQUESTS

ECC/HANH Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, ECC/HANH will encourage the resident to make the request in writing using a reasonable accommodation request form. However, ECC/HANH will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

ECC/HANH will respond by

- approving the transfer and putting the family on the transfer list
- by denying the transfer,
- or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, or stalking in accordance with section 16-VII.D of this ACOP.

Failure to provide adequate documentation will lead to a finding of “no action” by ECC/HANH.

If the family does not meet the “good standing” requirements under Section 12-III.C., the manager will deny the request and address the problem. Once resolved, the family may request the transfer again.

ECC/HANH will acknowledge the receipt of the tenant initiated transfer request within 10 business days. If ECC/HANH denies the request for transfer, the family will be informed of its grievance rights. Transfers which are requested as a reasonable accommodation to the family's disability-related needs will be verified by a 3rd party professional, as necessary, and ECC/HANH will respond within 10 business days of the approval of the reasonable accommodation request.

12-III.I. SCATTERED SITE DEVELOPMENTS (SELF-SUFFICIENCY SCATTERED SITES)

ECC/HANH Policy

Scattered sites are ECC/HANH designated self-sufficiency units and are eligible only to Tier III transfer families and applicant families (families who are between 50% and 80% of AMI) or families granted a Reasonable Accommodation to reside in such property.

Scattered sites are located throughout the jurisdiction ECC/HANH serves. In addition to

transfer criteria described in 12.III.E., 12.III.F. and 12.III.G., eligibility for transfer to a scattered site requires:

- Residency in ECC/HANH public housing for a minimum of one year before requesting transfer to a scattered site unit
- Head of house, spouse, cohead or adult is currently employed and has been employed for at least one year
- Demonstrated ability to put and maintain utilities in an adult family member's name

The lease may provide that the tenant shall perform seasonal maintenance or other maintenance tasks, as specified in the lease, where performance of such tasks by tenants of dwellings units of a similar design and construction is customary: Provided that such provision is included in the lease in good faith and not for the purpose of evading the obligations of ECC/HANH. ECC/HANH shall exempt tenants who are unable to perform such tasks because of age or disability [966.4(g)].

ECC/HANH Policy

Perform seasonal tasks such as mowing the lawn, raking and removal of leaves and snow removal, as required in the lease, unless approval granted through a reasonable accommodation not to have to perform these functions..

PART IV: TRANSFER PROCESSING

12-IV.A. OVERVIEW

Generally, families who request a transfer should be placed on a LIPH transfer list and processed in a consistent and appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience inequitable treatment.

12-IV.B. TRANSFER LIST

ECC/HANH Policy

ECC/HANH will maintain a centralized LIPH transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

ECC/HANH will also maintain a centralized transfer list specifically for Reasonable Accommodation transfers, to include families from the LIPH, PBV and RAD/PBV portfolios with the ability to transfer a family with a disability to an available unit within all portfolios.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis, upon approval by the Executive Director/President or designee.

If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list, with an “Emergency” preference.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance and life-threatening conditions). See Section 12-I.B.
2. ECC/HANH -required transfers (demolition, disposition, accessibility). See Section 12-II.B.
3. High priority resident-requested transfers. See Section 12-III.C.
4. Regular priority resident-requested transfers. See Section 12-III.D.

Generally, for categories 3 and 4 above, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the Executive Director/President or designee, ECC/HANH may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow ECC/HANH to meet the demolition or renovation schedule.

Emergency transfers required transfer and high-priority transfers take precedence over waiting list applicants.

Excluding the transfers listed above, one out of every ten offers will be made to a resident-requested transfer.

Existing elderly families transferring to elderly-designated properties are not subject to the one-in-ten transfer vs. applicant policy.

Preferences for Resident Transfers are as follows:

- 1) Emergency
- 2) Reasonable Accommodation for Accessible Units
- 3) Reasonable Accommodation for other than those needing accessible units or units with accessible features
- 4) Transfers mandated by modernization projects
- 5) VAWA transfers
- 6) Urgent- Non-VAWA Crime and Safety related transfers
- 7) Transfers due to over and under housing by more than two degrees
- 8) Other administrative transfers

Transfers from an LIPH development to another LIPH development or a LIHTC ACC, PBV or RAD/PBV development are allowable for all preferences, subject to LIHTC income guidelines and applicable Tenant Selection Plans.

The transfer list is an agency-wide transfer list and not a site-based list. One out of every ten offers will be made to a resident-requested transfer.

Per the development Resident Selection Plan, a resident who resides in a development and requires a different unit size or type will have a priority over other households on the Site based Waitlist for the unit that has become vacant in that Development.

12-IV.C. TRANSFER OFFER POLICY

ECC/HANH Policy

Emergency transfers and ECC/HANH-required transfers to make an accessible unit available, and for demolition/disposition, will provide one offer of transfer.

High priority transfer residents will receive one offer of a transfer.

ECC/HANH required transfers for occupancy standards (over-housed or under-housed) and regular priority transfer residents will receive two offers of transfer.

High priority transfer residents will receive one offer of transfer.

Regular priority transfer residents will receive two offers of transfer.

For emergency transfers and when the transfer is required by ECC/HANH, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of two offer(s) without good cause will result in the removal of the family from the transfer list.

In such cases, the family must wait one year to reapply for a transfer, with the exception of families who requested a transfer for a reasonable accommodation and were withdrawn for refusing a unit offer without good cause. The family can reapply for a transfer for a reasonable accommodation at any time

12-IV.D. GOOD CAUSE FOR UNIT REFUSAL

ECC/HANH Policy

Examples of good cause for refusal of a unit offer include, but are not limited to:

- The family demonstrates to ECC/HANH's satisfaction that accepting the unit offer will require an adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to ECC/HANH's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal family member.
- The unit is inappropriate for the applicant's disabilities or approved reasonable accommodation, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.
- Other compelling reasons as approved by ECC/HANH.

ECC/HANH will require documentation of good cause for unit refusals.

12-IV.E. DECONCENTRATION

ECC/HANH Policy

If subject to deconcentration requirements, ECC/HANH will consider its deconcentration goals when transfer units are offered.

When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve ECC/HANH's deconcentration goals.

12-IV.F. REEXAMINATION POLICIES FOR TRANSFERS

ECC/HANH Policy

A new lease is executed at the time of the transfer of a resident from one ECC/HANH unit to another (with no change in anniversary date).

If a resident has a pending summary process matter or has an outstanding balance due ECC/HANH and is transferring to another unit, execution of a lease addendum will be required in order for ECC/HANH to transfer the resident's current balance and legal case.

MEMORANDUM

TO: Board of Commissioners

DATE: June 21, 2022

FROM: Karen DuBois-Walton, Ph.D., President

DATE: June 21, 2022

RE: Resolution authorizing the revision of the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan)

ACTION: Recommend that the Board of Commissioners adopt Resolution Number **#06-25/22-R**

TIMING: Immediately

DISCUSSION: On June 19, 2018, the Board of Commissioners authorized resolution **#06-63/18-S**, approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On June 16, 2020, the Board of Commissioners authorized resolution **#03-23/20-S**, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On July 21, 2020, the Board of Commissioners authorized resolution # **07-62/20**, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On October 20, 2020, the Board of Commissioners authorized resolution # **10-97/20-R**, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On February 16, 2021, the Board of Commissioners authorized resolution # **02-08/21-R**, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On December 21, 2021, the Board of Commissioners authorized resolution # **12-103/21-R**, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan. The Administrative Plan is a supporting document to the ECC/HANH MTW plan and is available for public review as required by CFR 24 Part 903.

The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for Housing Choice Voucher (HCV) program funding.

ECC/HANH is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

HUD regulations contain a list of what must be included in the Administrative Plan.

The revisions are updates to the following chapters.

- Chapter 17 – Project Based Vouchers
 - Housing Quality Standards - Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision
- Chapter 19 – Mixed Finance Developments Including Rental Assistance Demonstration/Project Based Voucher (RAD/PBV)
 - Resident Transfer Policy
 - High Priority Resident Requested Transfers
 - Housing Quality Standards - Initial HQS Inspection
 - Offer of PBV Assistance

A 30-day comment period occurred from April 4, 2022 to May 3, 2022. A public hearing for comments was held on May 2, 2022. There was one (1) public comment that has been added to the Admin Plan.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: Evelise Ribeiro, Director of MTW

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION NUMBER #06-25/22-R

**RESOLUTION AUTHORIZING THE REVISION OF THE ECC/HANH
HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN (ADMIN PLAN)**

WHEREAS, On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, On June 16, 2020, the Board of Commissioners authorized resolution #03-23/20-S, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, On July 21, 2020, the Board of Commissioners authorized resolution # 07-62/20, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, On October 20, 2020, the Board of Commissioners authorized resolution # 10-97/20-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, On February 16, 2021, the Board of Commissioners authorized resolution # 02-08/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, On December 21, 2021, the Board of Commissioners authorized resolution # 12-103/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

WHEREAS, The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan; and

WHEREAS, The revisions are updates to Chapter 17 Housing Quality Standards - Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision; and

WHEREAS, And revisions to Chapter 19, Mixed Finance Developments Including Rental Assistance Demonstration/Project Based Voucher (RAD/PBV) Resident Transfer Policy, High Priority Resident Requested Transfers, Housing Quality Standards - Initial HQS Inspection and Offer of PBV Assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN and the President be and hereby is authorized, empowered and directed to act on behalf of ECC/HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of ECC/HANH, the agreement contemplated and hereby to take all necessary actions to revise the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan) to include updates to chapters 17 and 19 regarding the Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision and RAD/PBV Transfer Policy.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:
MCCARTER AND ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

MEMORANDUM

TO: Board of Commissioners

DATE: June 21, 2022

FROM: Karen DuBois-Walton, Ph.D., President

DATE: June 21, 2022

RE: Resolution authorizing the revision of the ECC/HANH Housing Choice Voucher Administrative Plan (Admin Plan)

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #xxxxx

TIMING: Immediately

DISCUSSION: On June 19, 2018, the Board of Commissioners authorized resolution #06-63/18-S, approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On June 16, 2020, the Board of Commissioners authorized resolution #03-23/20-S, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On July 21, 2020, the Board of Commissioners authorized resolution # 07-62/20, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On October 20, 2020, the Board of Commissioners authorized resolution # 10-97/20-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On February 16, 2021, the Board of Commissioners authorized resolution # 02-08/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

On December 21, 2021, the Board of Commissioners authorized resolution # 12-103/21-R, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan).

The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan. The Administrative Plan is a supporting document to the ECC/HANH MTW plan and is available for public review as required by CFR 24 Part 903.

The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for Housing Choice Voucher (HCV) program funding.

ECC/HANH is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

HUD regulations contain a list of what must be included in the Administrative Plan.

The revisions are updates to the following chapters.

- Chapter 17 – Project Based Vouchers
 - Housing Quality Standards - Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision
- Chapter 19 – Mixed Finance Developments Including Rental Assistance Demonstration/Project Based Voucher (RAD/PBV)
 - Resident Transfer Policy
 - High Priority Resident Requested Transfers
 - Housing Quality Standards - Initial HQS Inspection
 - Offer of PBV Assistance

A 30-day comment period occurred from April 4, 2022 to May 3, 2022. A public hearing for comments was held on May 2, 2022. There was one (1) public comment that has been added to the Admin Plan.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: Evelise Ribeiro, Director of MTW

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

RESOLUTION NUMBER #XXXX

**RESOLUTION AUTHORIZING THE REVISION OF THE ECC/HANH
HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN (ADMIN PLAN)**

WHEREAS, On June 19, 2018, the Board of Commissioners authorized resolution # 06-63/18-S approving the revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

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WHEREAS, On July 21, 2020, the Board of Commissioners authorized resolution # 07-62/20, approving an additional revision of the Housing Choice Voucher Administrative Plan (Admin Plan); and

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WHEREAS, The Administrative Plan is required by HUD. The purpose of the Administrative Plan is to establish policies for carrying out the Housing Choice Voucher program in a manner consistent with HUD requirements and local goals and objectives contained in ECC/HANH's MTW plan; and

WHEREAS, The revisions are updates to Chapter 17 Housing Quality Standards - Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision; and

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I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:
MCCARTER AND ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
PROPOSED AMENDMENT TO THE LIPH ADMISSION AND CONTINUED OCCUPANCY PLAN
(ACOP) AND HCV ADMINISTRATIVE PLAN (ADMIN PLAN)**

Elm City Communities, the Housing Authority of the City of New Haven (ECC/HANH) is proposing to amend sections of its Low-Income Public Housing Admissions and Continued Occupancy Policy (ACOP) and the Housing Choice Voucher (HCV) Administrative Plan (Admin Plan).

Copies of the amendment to the ACOP and the Administrative Plan will be made available on Monday, April 4, 2022 on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCCommunities or via Facebook www.facebook.com/ElmCityCommunities.

You are invited to provide written comments addressed to: ECC/HANH, ACOP & Admin Plan Revisions; Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 or via email to: eribeiro@elmcitycommunities.org.

A public hearing where public comments will be accepted and recorded is scheduled for Monday, May 2 2022 at 2:00pm via RingCentral:

<https://meetings.ringcentral.com/j/1442345626?pwd=V01CUkxOZVBvTDVjeDIicXV4T0luUT09> Password: 325851

Or Phone:

US: +1(646)3573664, Meeting ID: 144 234 5626

Any individual requiring a Reasonable Accommodation to participate in the hearing may call the Reasonable Accommodation Manager (203) 498-8800, ext. 1507 or at the TDD Number (203) 497-8434.

**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
(ECC/HANH) ENMIENDA PROPUESTA AL PLAN DE ADMISIÓN Y OCUPACIÓN CONTINUA
(ACOP) Y AL PLAN ADMINISTRATIVO DE HCV (PLAN ADMIN) DEL LIPH**

Elm City Communities, la Autoridad de Vivienda de la Ciudad de New Haven (ECC/HANH) propone enmendar secciones de su Admisión a Viviendas Públicas de Bajos Ingresos y Política de Ocupación Continua (ACOP) y el Plan Administrativo de Vales de Elección de Vivienda (HCV) (Admin Plan).

Las copias de la enmienda al ACOP y el Plan Administrativo estarán disponibles el lunes 4 de abril de 2022 en el sitio web de la agencia www.elmcitycommunities.org o a través de Twitter, www.twitter.com/ECCCommunities o a través de Facebook [www.facebook.com /Comunidades de ElmCity](https://www.facebook.com/ComunidadesdeElmCity).

Se le invita a proporcionar comentarios por escrito dirigidos a: ECC/HANH, ACOP & Admin Plan Revisions; Atención: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

Una audiencia pública donde se aceptarán y grabarán los comentarios públicos está programada para el lunes 2 de mayo de 2022 a las 2:00 p. m. a través de RingCentral:

<https://meetings.ringcentral.com/j/1442345626?pwd=V01CUkxOZVBvTDVjeDIicXV4T0luUT09> Contraseña: 325851

O Teléfono:

EE. UU.: +1(646)3573664, ID de reunión: 144 234 5626

Cualquier persona que requiera una Adaptación Razonable para participar en la audiencia puede llamar al Gerente de Adaptación Razonable (203) 498-8800, ext. 1507 o al Número TDD (203) 497-8434

Housing Authority of the City of New Haven/Elm City Communities
Public Hearing: Proposed Amendment to ACOP and Administration Plan Changes
Monday, May 2, 2022 @ 2:00 p.m.
360 Orange Street, New Haven, CT 06511
(Via RingCentral teleconference)

Those present included:

Evelise Ribeiro, ECC/HANH
Gary Hogan, ECC/HANH
Yesica Hernandez-Perez, ECC/360Mgt
Agnes Covil, ECC/360 Mgt
Frank Rivera, ECC/HANH
Saudi Cruz, ECC/360 Mgt
Jocelyne Barszczweski, ECC/Glendower
Jasmine Valdovinos, ECC/360 Mgt
Will Viederman, ECC/HANH
Chaze Washington, ECC/360 Mgt
John Murray, ECC/360 Mgt
Ed LaChance, ECC/Glendower
Ricardo Rodriguez, ECC/HANH
Alex Martinez, ECC/360 Mgt
Rachel Gilroy, ECC/HANH
Pam Heard, ECC/HANH

The public hearing was called to order at 2:00 p.m. by Evelise Ribeiro, Director of Compliance and Moving to Work Initiatives.

Ms. Ribeiro read the legal notice aloud which stated the reason the public hearing was being called. She noted that the notice was in English and Spanish and both versions would be submitted for the record.

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
PROPOSED AMENDMENT TO THE LIPH ADMISSION AND CONTINUED OCCUPANCY PLAN (ACOP)
AND HCV ADMINISTRATIVE PLAN (ADMIN PLAN)**

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Copies of the amendment to the ACOP and the Administrative Plan will be made available on Monday, April 4, 2022 on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCCommunities or via Facebook www.facebook.com/ElmCityCommunities.

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AL PLAN ADMINISTRATIVO DE HCV (PLAN ADMIN) DEL LIPH**

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Se le invita a proporcionar comentarios por escrito dirigidos a: ECC/HANH, ACOP & Admin Plan Revisions; Atención: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

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At 2:02 p.m., the meeting was opened to take public comments.

Public Comments:

Gary Hogan – Vice President of Operations for Low Income Public Housing

Recommendations for language change in two areas.

Chapter 4, Applications, Waiting List and Tenant Selection, 2nd paragraph on page 4-24, Under Option 2

It reads currently

When vouchers are available, the RAM will contact families from the LIPH transfer wait list who was on the list for more than 6 months with a VAWA preference

(Suggested change)

When advised of the number of vouchers available, the RAM will contact families from the LIPH transfer wait list who were on the list for 90 days or more with a VAWA preference

The 2nd recommended change

The 2nd paragraph on page 4-26 which currently reads

Each referred family will receive one unit offer from ECC/HANH and would like it to read

(Suggested change)

Each referred family will receive 1 unit offer per site-based wait list from ECC/HANH

This concludes the recommendations.

Evelise Ribeiro thanked Gary Hogan for the public comments and stated that it would be added to the records for consideration.

Evelise Ribeiro asked a second time if there were any other public comments.

Yesica Hernandez-Perez, Vice President of Property Operations for 360 Management.

Chapter 19 – Transfer section. Define Refusal for Good Cause for Unit refusal which is not currently in the policy.
Chapter 4, Part IV

Proposed Language

Examples of good cause for refusal of a unit offer include, but are not limited to:

- The family demonstrates to ECC/HANH's satisfaction that accepting the unit offer will require an adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to ECC/HANH's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal family member.
- The unit is inappropriate for the applicant's disabilities or approved reasonable accommodation, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.
- Other compelling reasons as approved by ECC/HANH.

ECC/HANH will require documentation of good cause for unit refusals.

Evelise Ribeiro thanked Yesica Hernandez Perez and asked that the written public comments be submitted for the record.

Evelise Ribeiro asked a third and fourth time for public comments.

She stated that we would wait a few minutes for anyone who was late to the meeting and would ask for public comments again.

2:09 pm. – Evelise Ribeiro asked a fifth for further public comments

There was sixth call for public comments.

There was a seventh call for public comments.

2:15 pm – eighth, ninth and tenth call for public comments.

Adjournment:

The attendance was recorded.

She then thanked the participants and the public hearing was adjourned at 2:15 p.m.

**HOUSING CHOICE
VOUCHER
ADMINISTRATIVE
PLAN**

Chp	Section	Chapter Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
17	17-III.B	PROJECT-BASED VOUCHERS; PART III: DWELLING UNITS	HOUSING QUALITY STANDARDS [24 CFR 983.101]	17.19 - 17.27			Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide - Implementing the NLT Provision and Alternative Inspection Provision
17	17-III.B	PROJECT-BASED VOUCHERS; PART III: DWELLING UNITS	HOUSING QUALITY STANDARDS [24 CFR 983.101] Lead-based Paint [24 CFR 983.101 (c)]	17.27			1978, will be occupied by a family with a child or children under the age of 6 and there is presence of deteriorated identified during the initial HQS inspection, ECC/HANH will not approve the tenancy or make any HAP payments until the lead hazard reduction has been completed. However if the deficiency is identified for a unit already occupied by an assisted family as of the effective date of the NLT provision, the lead hazard condition does not need to be completed within 24 hours as in the case of all other LT conditions. ECC/HANH and owners must follow the requirements in 24 CFR part 35.
17		EXHIBIT 17-1: HUD DEFINITION OF NON- LIFE THREATENING (NLT) AND LIFE THREATENING (LT) CONDITIONS		17.62- 17.65			
19	4-IV.A	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PRO JECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	RESIDENT TRANSFER POLICY	19.38	Preference for Transfers are as follows: (Applies to LIHTC PBV only) 6) Non VAWA transfers but related to violence that are less than life threatening	Preference for Transfers are as follows: (Applies to LIHTC, ACC, PBV and RAD/PBV only 6) Urgent - Non-VAWA Crime and safety related transfers	

Chp	Section	Chapter Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
19	4-IV.A	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	RESIDENT TRANSFER POLICY	19.38	Transfers from one LIHTC/RAD/PBV development are allowable for Reasonable Accommodation and VAWA applicable LIHTC income guidelines	Transfers from one LIHTC ACC, PBV or /RAD/PBV development to another LIHTC ACC, PBV, RAD/PBV or LIPH development are allowable for all preferences subject to LIHTC income guidelines and applicable Tenant Selection Plans..	
19	4-VI.C	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	HIGH PRIORITY RESIDENT REQUESTED TRANSFERS	19.42	The Owner will consider the following as high priority transfer requests	The Owner will consider the following as high priority transfer requests with an applicable preference •VAWA – To qualify for the VAWA preference, the incident must have taken place no more than 90 calendar days prior to date of the Owner’s receipt of transfer request and verified with the Reasonable Accommodation Manager through the VAWA process.	
19	4-VI.C	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	HIGH PRIORITY RESIDENT REQUESTED TRANSFERS	19.43		Urgent - the event of an <u>urgent</u> transfer, involving violence or criminal activity against a family, the family will be placed on the transfer list with Crime and Safety preference and moved to an appropriately sized unit accordingly. Such circumstances will include: •Targeted violence- a family member is the actual or potential victim of a criminal attack, retaliation for testimony or hate crime and the threat of violence is verified by a law enforcement professional and/or agency. •Inadvertent violence- to protect a family member from criminal activity that is occurring at the property of the community in which they are not the targeted victim but request to be transferred for their safety and the threat of violence is verified by a law enforcement professional or	In Language added to match language in ACOP

Chp	Section	Chapter Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
19	4-VI.J	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	4-VI.J REFUSAL FOR GOOD CAUSE	19.45 - 19.46		Examples of good cause for refusal of a unit offer include, but are not limited to: <ul style="list-style-type: none"> •The family demonstrates to ECC/HANH's satisfaction that accepting the unit offer will require an adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities. •The family demonstrates to ECC/HANH's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption. 	
19	4-VI.J	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	4-VI.J REFUSAL FOR GOOD CAUSE	19.45 - 19.46		<ul style="list-style-type: none"> • A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal family member. •The unit is inappropriate for the applicant's disabilities or approved reasonable accommodation, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move. •The unit has lead-based paint and the family includes children under the age of six. •The unit has lead-based paint and the family includes children under the age of six. ECC/HANH will require documentation of good cause for unit refusals.	
19	8-II.B	HOUSING QUALITY STANDARDS AND RENT REASONABLE DETERMINATIONS [24 CFR 982 Subpart I and 24 CFR 982.507] (State of Connecticut LIHTC compliance manual)	INITIAL HQS INSPECTION [24 CFR 982.401(a)] - Pre-HAP Contract Inspections [24 CFR 983.103(b)]	19.73 - 19.76		Pre-HAP Contract Inspections [24 CFR 983.103(b)] - Alternative Inspection Provision	See pages 19.73 - 19.76

Chp	Section	Chapter Section	Title	Page #	Current Policy/Language	Suggested Policy/Language	Comments
19	17-VLE	MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV) PROJECT DESCRIPTION MIXED DEVELOPMENTS	OFFER OF PBV ASSISTANCE; Acceptance of Offer [24CFR 983.252]	19.130	No changes to this section	<p>TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL</p> <p>ECC/HANH Policy</p> <p>The unit offer letter will inform the applicant of the unit being offered. The unit offer letter will include an appointment date and time, to meet with the Property Manager to view the unit. The letter will state that the applicant must accept or reject the unit offer within 3 business days after viewing the unit.</p> <p>If the applicant does not accept the unit offer within the 3 business day time limit, the Owner will consider the offer rejected.</p> <p>Lease-up effective date will be within two weeks of unit acceptance. Extension of the move in date is subject to approval by the Owner. A maximum of a one-week extension will be granted, ensuring that lease-up will take place no more than three weeks after unit acceptance, provided that unit is ready.</p>	

Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and ECC/HANH policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors ECC/HANH will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at ECC/HANH's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how ECC/HANH and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

ECC/HANH Policy

Under its MTW Plan, ECC/HANH has increased the percentage of Housing Choice Voucher budget authority for the Agency that is permitted to project-base to 25%.

ECC/HANH may attach funding to mixed-finance developments, which include Project-Based Section 8 units (the "PBV units"). These PBV units may be owned and managed by entities other than ECC/HANH. ECC/HANH may delegate certain admissions and occupancy functions as discussed within the Administrative Plan to the owners and/or managers of those mixed-finance developments. Such admissions and occupancy functions must be performed in accordance with this Administrative Plan and applicable HUD and ECC/HANH requirements.

Mixed-finance developments may be subject to Low-Income Housing Tax Credit (LIHTC) and/or Affordable Housing Program (AHP) Requirements. For purposes of this Administrative Plan:

- Tax Credit Requirements shall mean any and all matters required by Section 42 of the Internal Revenue Code of 1986 and regulations there under (Section 42), the Connecticut Housing Finance Agency (CHFA) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, or CHFA requirements; and
- AHP Requirements shall mean any and all matters required by the Federal Housing Finance Board Affordable Housing Program regulations at 12 CFR 951.

In order to ensure compliance with LIHTC and/or AHP Requirements, ECC/HANH will not impose any policy within this Administrative Plan upon any mixed-finance development if such policies would create non-compliance with Tax Credit Requirements and/or AHP Requirements.

ECC/HANH will not disapprove Owner policies required for compliance with LIHTC and AHP Requirements, unless mandated by PBV Requirements.

- Examples of policies that may differ than the Administrative Plan include the requirement for annual re-certifications (to the extent required by LIHTC Requirements) and different income tier requirements.

In the event of a conflict between any PBV contract requirements and this Administrative Plan, those deal-specific documents shall control as long as in compliance with PBV Requirements.

- “PBV Requirements” refers to 24 CFR HUD regulations, any HUD-approved waivers of regulatory requirements, and federal laws, notices and Executive Orders pertaining to Project-Based Section 8 Units, including future waivers or amendments.

ECC/HANH’s PBV program is designed to ensure that PBV assistance is used to support goals that may not be able to be equally achieved through the use of tenant-based voucher assistance.

ECC/HANH’s PBV program is committed to the following priorities:

1. Supportive housing for families and persons with disabilities;
2. Accessible housing for persons with mobility limitations;
3. Affordable housing opportunities in mixed-income developments and in neighborhoods that underserve low-income families, including neighborhoods with low minority concentrations and low concentrations of poverty
4. Neighborhood revitalization projects, including ECC/HANH’s public housing community redevelopment projects
5. Assisting families in imminent danger of homelessness due to foreclosures of their residences.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance under either an agreement to enter into HAP Contract (Agreement) or a HAP contract, ECC/HANH is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, ECC/HANH is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the ECC/HANH policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

ECC/HANH Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, ECC/HANH policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. ECC/HANH may not use voucher program funds to cover relocation costs, except that ECC/HANH may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of ECC/HANH to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

ECC/HANH must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, ECC/HANH must comply with the ECC/HANH Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW

ECC/HANH must describe the procedures for owner submission of PBV proposals and for ECC/HANH selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, ECC/HANH must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. ECC/HANH may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

ECC/HANH must select PBV proposals in accordance with the selection procedures in the ECC/HANH administrative plan. ECC/HANH must select PBV proposals by either of the following two methods.

- ECC/HANH request for PBV Proposals. ECC/HANH may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the ECC/HANH request. ECC/HANH may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- ECC/HANH may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. ECC/HANH need not conduct another competition.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

ECC/HANH procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by ECC/HANH. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the ECC/HANH request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

ECC/HANH Policy

ECC/HANH Request for Proposals for Rehabilitated and Newly Constructed Units

ECC/HANH will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in appropriate newspapers and trade journals.

In addition, ECC/HANH will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

ECC/HANH will publish its advertisement in the newspapers and trade journals for at least one day per week for three consecutive weeks. The advertisement will specify the number of units ECC/HANH estimates that it will be able to assist under the funding ECC/HANH is making available. Proposals will be due in ECC/HANH office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to ECC/HANH by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

ECC/HANH will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP, including demonstrated capacity to complete the construction work effectively and within the proposed schedule;

- Extent to which the project furthers ECC/HANH goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, ECC/HANH will rate partially assisted projects on the percent of units assisted. Projects with the lowest percent of assisted units will receive the highest score.

ECC/HANH Requests for Proposals for Existing Housing Units

ECC/HANH will advertise its request for proposals (RFP) for existing housing in appropriate newspapers and trade journals.

In addition, ECC/HANH will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

ECC/HANH will periodically publish its advertisement in the newspapers and trade journals for at least one day per week for three consecutive weeks. The advertisement will specify the number of units ECC/HANH estimates that it will be able to assist under the funding ECC/HANH is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

Extent to which the project furthers the ECC/HANH goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

ECC/HANH Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

ECC/HANH will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

ECC/HANH may periodically advertise that it is accepting proposals, in appropriate newspapers and trade journals:

In addition to, or in place of advertising, ECC/HANH may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. ECC/HANH will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the ECC/HANH goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

Additional General Selection Criteria

Selection of a proposal may be contingent upon the owner providing additional information required according to ECC/HANH's selection requirements and HUD and ECC/HANH requirements for PBV assistance

All proposals will be further evaluated based on the following additional factors:

- Demonstrated capacity, experience, and successful outcomes in property management, particularly management of housing targeted to low-income persons and families;
- Proposals including supportive services must demonstrate the capacity, experience, and successful outcomes of the supportive services provider

- reflecting the ability to effectively provide sufficient supportive services.
- Provided evidence of sufficient financing commitments (for construction, operations, and supportive services if applicable) to demonstrate the project's long-term viability.

ECC/HANH-Owned Units [24 CFR 983.51(e) and 983.59 and Notice PIH 2015-05]

An ECC/HANH-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the ECC/HANH-owned units were appropriately selected based on the selection procedures specified in the ECC/HANH administrative plan. If ECC/HANH selects a proposal for housing that is owned or controlled by ECC/HANH, ECC/HANH must identify the entity that will review the ECC/HANH proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of ECC/HANH-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by ECC/HANH and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the ECC/HANH jurisdiction (unless ECC/HANH is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

ECC/HANH Policy

ECC/HANH may submit a proposal for project-based housing that is owned or controlled by ECC/HANH. If the proposal for ECC/HANH-owned housing is selected, ECC/HANH will use an authorized approved entity to review the ECC/HANH selection and to administer the PBV program. ECC/HANH will obtain HUD approval of the authorized approved entity prior to selecting the proposal for ECC/HANH-owned housing.

ECC/HANH may only compensate the independent entity from ECC/HANH ongoing administrative fee income (including amounts credited to the administrative fee reserve). ECC/HANH may not use other program receipts to compensate the independent entity for its services. ECC/HANH and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

ECC/HANH Notice of Owner Selection [24 CFR 983.51(d)]

ECC/HANH must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

ECC/HANH Policy

Selection of any proposal for project-based voucher assistance must be approved by

ECC/HANH's Board of Commissioners.

Within 10 business days of ECC/HANH making the selection, ECC/HANH will notify the selected owner in writing of the owner's selection for the PBV program. ECC/HANH will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, ECC/HANH will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals ECC/HANH used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. ECC/HANH will also post the notice of owner selection on its electronic web site.

ECC/HANH will make available to any interested party its rating and ranking sheets and documents that identify ECC/HANH basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. ECC/HANH will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

ECC/HANH will make these documents available for review at ECC/HANH during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

17-II.C. HOUSING TYPE [24 CFR 983.52]

ECC/HANH may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of ECC/HANH selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

ECC/HANH must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. ECC/HANH choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

ECC/HANH may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, ECC/HANH

may not attach or pay PBV assistance for a unit occupied by an owner and ECC/HANH may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

ECC/HANH may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that ECC/HANH may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or ECC/HANH in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, FR Notice 7/9/10, and FR Notice 6/25/14]

ECC/HANH may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

Subsidy layering requirements do not apply to existing housing. A further subsidy layering review is not required for new construction or rehabilitation if HUD's designee has conducted a review that included a review of PBV assistance in accordance with the PBV subsidy layering guidelines.

ECC/HANH must submit the necessary documentation to HUD for a subsidy layering review. Except in cases noted above, ECC/HANH may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD, or a HUD-approved housing credit agency (HCA), has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must conduct subsidy layering reviews in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56]

In general, ECC/HANH may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

ECC/HANH Policy

Under ECC/HANH's MTW Plan, ECC/HANH will limit the amount of project-based units in non-mixed finance projects to no more than 50% of the units in the project. However, the agency may project base up to 75 % of the units in such project if the project:

- Will provide replacement units for public housing units lost as a result of demolition or disposition;
- Is undertaken in an area where significant investments are being made;
- Will help to reduce de-concentration of very low-income families; or
- Is located in areas that provide increased access to transportation or employment opportunities.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]

Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:

- The units are in a single-family building (one to four units);
- The units are *excepted units* in a multifamily project because they are specifically made available for elderly and/or disabled families or families receiving supportive services (also known as *qualifying families*).

ECC/HANH must include in the ECC/HANH administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one

qualifying supportive service. ECC/HANH may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in ECC/HANH administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

ECC/HANH must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The ECC/HANH administrative plan must state the form and frequency of such monitoring.

ECC/HANH Policy

Supportive Services

ECC/HANH has established a priority for committing PBV units for supportive housing. Effective supportive housing services should be determined according to the need of individual families, and may vary significantly from family to family. The following are considered acceptable supportive services:

- Case management services with extended day hours and on-call availability for crises;
- Coordination of needed medical, clinical, and health care services;
- Assistance in helping persons access substance abuse treatment and to maintain sobriety;
- Counseling and assistance with daily living skills;
- Coordination with educational opportunities, including GED preparation;
- Coordination with vocational services, including coordination with job training and employment services;
- Budget counseling and assistance in applying for appropriate benefits;
- Coordination with transportation assistance, including transportation to medical appointments and transportation related to employment or other economic self-sufficiency activities;
- Coordination with childcare resources and other opportunities for children and youth;
- Full-family wrap-around services targeted to the specific service needs of the family members.

The specific services provided and the intensity of those services will vary depending upon the type of supportive services and the target population to be served.

ECC/HANH will use the following guidelines in evaluating proposed supportive service programs:

- The supportive service program has a history and track record of effectively serving persons or families who, without supportive services, may have difficulty maintaining housing. This may be demonstrated by a successfully history of:
 - Providing services targeted to homeless persons or persons with behavioral health disabilities, or other disabilities that may be associated with creating barriers to the person’s ability to maintain housing;
 - Providing intensive case management services that include development of individualized supportive service plans, and regular meetings and monitoring to ensure that participants maintain compliance with their supportive service plan.

As a general guideline, a staff to client ratio exceeding 1:25 will be considered insufficient staffing to provide the level of intensive supportive services that ECC/HANH seeks. A staff to client ratio of 1:10-15 is most appropriate.

Family Responsibility to Comply with Supportive Service Plans ^[SEP]

Families selected for occupancy and assistance in a PBV supportive housing unit will be required to enter into an individualized supportive service plan with the service provider. The supportive service plan is intended to help the family:

- Build family self-sufficiency;
- Maintain their housing; and
- To live independently and effectively in their community.

In PBV developments offering supportive services, at least one family member is to receive/participate in the available supportive services.

- At the time of initial lease execution between the family and the owner, the family must sign a statement which includes all family obligations, including the requirement to participate in a supportive service plan. ^[SEP]
- At the family’s annual recertification, ECC/HANH requires written documentation from the service provider indicating the family’s continued compliance with the terms of the supportive services plans.
- At the ECC/HANH’s sole discretion, ECC/HANH may request quarterly documentation of service plan compliance for new participants, or more frequent periodic documentation for families who have not fully complied with their supportive service plan.

The family is eligible to receive assistance while the family is compliant with its supportive services plan. In addition, a family who has occupied a PBV unit and has been compliant with its supportive housing plan, and has successfully completed the supportive housing plan, is eligible to continue to receive PBV assistance so long as the family resides in the unit.

If a family fails to complete its supportive service plan without good cause, ECC/HANH will terminate assistance, and the owner may terminate the lease. If the lease is not terminated, the ECC/HANH will remove the unit from its HAP Contract, and may replace the unit with another unit on the premises, similar in characteristics.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

ECC/HANH may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

ECC/HANH may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. ECC/HANH may also determine not to provide PBV assistance for excepted units, or ECC/HANH may establish a per-project cap of less than 25 percent.

ECC/HANH Policy:

ECC/HANH will not impose any further cap on the number of PBV units assisted per project.

17-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

ECC/HANH may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless ECC/HANH has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the ECC/HANH Plan under 24 CFR 903 and the ECC/HANH administrative plan.

In addition, prior to selecting a proposal, ECC/HANH must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

ECC/HANH Policy

ECC/HANH has established the following site selection standards aimed at deconcentrating poverty and expanding housing opportunity by committing its PBV assistance to sites that either (a) have a low poverty rate, or (b) contribute to neighborhood revitalization, including expanded housing and economic opportunities.

In determining whether a proposed PBV housing site promotes these goals, ECC/HANH will be guided by the following standards:

- Projects located in Census Tracts that have a poverty rate of less than 20% will be considered to satisfy the goal of deconcentrating poverty.

For sites that are not located in Census Tracts with poverty rates of less than 20%, ECC/HANH will be guided by the following standards:

- Projects located in Census Tracts (or Census Tract Block Groups) that have a poverty rate lower than the New Haven average;
- Projects that are part of neighborhood revitalization and located within a Census tract that is part of an EZ/EC/RC community;
- Projects in neighborhoods or communities undergoing significant revitalization, ^[L]_{SEP} as evidenced by:
 - Evidence of other housing and community development revitalization in the community;
 - Investments of public or private funds in the community to promote revitalization and goals of deconcentrating poverty and expanding housing and economic opportunities;
 - Development of new market rate housing units in the community;
 - Reductions in the community's poverty rate over the past 5 years;
 - The site provides meaningful opportunities for educational and economic advancement.

Site Standards Related to Minority Concentration

The site for newly constructed PBV housing units must not be located in an area of minority concentration (with the exceptions below) and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

Exceptions: A project may be located in an area of minority concentration only if:

- Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside of areas of minority concentration; or
- The project is necessary to meet overriding housing needs that cannot be met in that housing market. ^[L]_{SEP}
 - “Sufficient, Comparable Opportunities” does not require that there be an equal number of assisted units within and outside of areas of minority concentration in every locality.
 - Application of this “sufficient” standard should produce a reasonable distribution of assisted units each year that, over a period of several years, will approach an appropriate balance of housing choices within and outside of areas of minority concentration.
 - An appropriate balance in any jurisdiction must be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.
 - Units may be considered “comparable opportunities” if they have the same household type (elderly, disabled, family, large family) and tenure type

(owner/renter); require roughly the same participant contribution toward rent; serve the same income group; are located in the same housing market and are in standard condition. ^[1]_[SEP]

- Application of this sufficient, comparable opportunities standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low- income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:
 - A significant number of assisted housing units are available outside areas of minority concentration.
 - There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.
 - There are racially integrated neighborhoods in the locality.
 - Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration, and comparable housing opportunities have been made available outside areas of minority concentration through other programs.
 - Minority families have benefited from local activities (e.g., acquisition and write downs of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.
 - A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs. ^[1]_[SEP]
- “Overriding Housing Needs” permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”).
- An “overriding housing need” may not serve as the basis for determining that a site is acceptable if the only reason that the housing need cannot otherwise be feasibly met, in other areas, is that discrimination on the basis of protected categories, including race, renders sites outside areas of minority concentration unavailable, or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

ECC/HANH may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless ECC/HANH determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

The ECC/HANH activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the

federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). ECC/HANH may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

ECC/HANH may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and ECC/HANH, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

ECC/HANH must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. ECC/HANH must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards (HQS) that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Implementation of Provisions in Notice PIH-2017-20 (HA), Housing Opportunity Through Modernization Act of 2016 (HOTMA) – Housing Quality Standards (HQS) Implementation Guide

Implementing the NLT Provision

The NLT Provision allows ECC/HANH to approve the assisted tenancy and to begin paying the HAP payment on a unit that fails to meet the Housing Quality Standards (HQS) requirements, provided that the deficiencies are non-life threatening. This provision will apply to the Project Based Voucher (PBV) Program

Non-Life-Threatening Provision "NLT Provision"

A. HUD Definition of Life-Threatening and Non-Life-Threatening Conditions

HUD requires ECC/HANH to adopt HUD's definition of NLT conditions, as defined in the January 18, 2017, implementation notice.

HUD defines an NLT condition as "any condition that would fail to meet the HQS and is not a life-threatening condition. An NLT condition is a condition that fails to meet the housing quality standards under 24 CFR 982.401 and is not a Life Threatening (LT) as defined by HUD.

ECC/HANH Policy

The following are HUD's definition of LT conditions includes specific conditions under 10 categories.

- (1) Gas (natural or liquid petroleum) leak or fumes
- (2) Electrical hazards that could result in shock or fire
- (3) Inoperable or missing smoke detector
- (4) Interior air quality (inoperable or missing carbon monoxide detector, where required)

(5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting

(6) Lack of alternative means of exit in case of fire or blocked egress

(7) Other interior hazards (missing or damaged fire extinguisher, where required)

(8) Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age

(9) Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register.

(10) Any other condition identified by the administering PHA as life-threatening in the PHA's administrative plan prior to April 18, 2017 (the effective date of the January 18, 2017, implementation notice). Please see below.

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by ECC/HANH.

If an owner fails to correct life-threatening conditions as required by ECC/HANH, ECC/HANH will enforce the HQS in accordance with HUD requirements.

If a family fails to correct a family-caused life-threatening condition as required by ECC/HANH, ECC/HANH will enforce the family obligations.

The owner will be required to repair an inoperable smoke detector unless ECC/HANH determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

NOTE: Table 1 in Exhibit 17-1 lists the specific LT condition. The specific conditions listed in the second column are life threatening for the purpose of implementing the NLT provision. The third column provides the relevant inspection item number from form HUD-52580 or 52580-A for each of the LT conditions. There is also additional guidance for Categories 7-10 as needed.

B. Incorporating Life-Threatening Conditions for all Inspection

ECC/HANH must apply the list of LT conditions to all HQS inspections. Initials, bi/triennials, specials and quality control inspections

The NLT provision will be in effect as of XXXX for all inspections in the PBV program.

Under the NLT provision if a unit built before 1978, will be occupied by a family with a child or children under the age of 6 and there is presence of deteriorated identified during the initial HQS inspection, ECC/HANH will not approve the tenancy or make any HAP payments until the lead hazard reduction has been completed.

However, if the deficiency is identified for a unit already occupied by an assisted family as of the effective date of the NLT provision, the lead hazard condition does not need to be completed within 24 hours as in the case of all other LT conditions. ECC/HANH and owners must follow the requirements in 24 CFR part 35.

C. Documenting the Presence or Absence of Life-Threatening Conditions

ECC/HANH must ensure that the unit does not have any life-threatening deficiencies before approving the unit for occupancy.

ECC/HANH must document that the unit passed all components of the inspection that relate to any life-threatening conditions and describe the Life-threatening conditions on the HUD inspection form (HUD-52580, 52580-A or successor form).

If the completed form has no noted life-threatening conditions, ECC/HANH will certify that the unit has no life-threatening conditions.

D. Notification of Owners and Tenants

After the initial inspection has been completed, ECC/HANH must notify the owner and family of the inspection results in writing and must include detailed information for all the failed and inconclusive inspection items.

The notification must also list the individual fail items and identify if the deficiencies are life threatening or non-life threatening.

- The owner and family should be made fully aware of the work that is necessary to be done to pass the HQS inspection.
- If any of the items at LT conditions, the owner must be notified, in writing, that these deficiencies must be corrected before ECC/HANH can approve tenancy.
- If the unit has only NLT conditions, ECC/HANH must offer the family the choice to accept the unit or to decline the unit and continue their housing search.
- ECC/HANH must notify the family that if the owner fails to correct the NLT deficiencies within 30 calendar days, ECC/HANH will terminate the HAP contract with the unit, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance.

- If the family declines the unit, ECC/HANH must inform the family of how much search time they have remaining consistent with the ECC/HANH policies.
- In accordance with 982.303(c), ECC/HANH must provide for the suspension of the initial or any extended term of the voucher from the date the family submitted the request for ECC/HANH approval of the tenancy until the date ECC/HANH notifies the family in writing whether the request has been approved or denied. In this circumstance, the date of the family's choice to decline the unit would be the date of the end of the suspension of the voucher term. As a reminder, families with disabilities may make a reasonable accommodation request for an extension of the search time at any time.
- If the family accepts the unit with the NLT conditions, ECC/HANH must notify the owner, in writing, that ECC/HANH has approved the assisted tenancy and the owner has 30 calendar days from the date of the notification to correct the NLT conditions.
- If the conditions are not corrected within 30 calendar ECC/HANH will withhold the HAP and follow the policy regarding owner non-compliance with HQS.

E. Effective Date of the Lease Term

Under the NLT provision, the following steps must occur before the date of the initial term of the lease.

- The family accepts the unit and submits a request for tenancy approval (RFTA), Form HUD- 52517.
- ECC/HANH will determine that the unit is an eligible unit.
- The unit has been inspected by ECC/HANH and has no life-threatening deficiencies.
- ECC/HANH determines the rent to owner is reasonable, the family share does not exceed 40 percent of monthly adjusted income (unless gross rent is equal or less than the payment standard), and the lease includes the tenancy addendum.
- The family and owner execute the lease (including HCV tenancy addendum and lead based paint disclosure information as required).

F. Housing Assistance Payments

If the NLT conditions are not corrected within 30 calendar days of ECC/HANH notifying the owner of the unit's failure of HQS, ECC/HANH must withhold any further HAPs until those conditions are addressed and the unit complies with HQS.

The 30-day requirement is statutory, and ECC/HANH may not extend the time for the owner to correct the repairs before payment is withheld.

Once the unit is in compliance with HQS, ECC/HANH must recommence making the HAP payment.

ECC/HANH will not provide HAP to the owner for the time that HAP was withheld. After the withholding of HAP payments after 30 days, ECC/HANH will follow the HQS abatement and HAP termination policy.

ECC/HANH Abatement Policy

ECC/HANH will make all HAP abatements effective the first of the month following the expiration of ECC/HANH specified correction period (including any extension).

Payment will resume effective on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated.

Owner rents are not abated as a result of HQS deficiencies that are the family's responsibility.

There will be no more than three (3) inspections per participant/landlord in the case of failed inspections and/or abatement.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

ECC/HANH HAP Contract Termination Policy

The maximum length of time that HAP may be abated is 60 days. However, if the owner completes corrections and notifies ECC/HANH before the termination date of the HAP contract, ECC/HANH may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by ECC/HANH is 30 days.

However, under no circumstance may the HAP contract continue beyond 180 days of the effective date of the HAP contract if the unit is not in compliance with HQS.

However, once the unit is in compliance with HQS, ECC/HANH must recommence making HAP payments.

ECC/HANH will not make retroactive payments for the period that the unit was in HAP abatement.

However, under no circumstance may the HAP contract continue beyond 180 days of the effective date of the HAP contract if the unit is not in compliance with HQS.

Alternative Inspection provision [Notice PIH 2017-20 (HA)]

ECC/HANH can approve assisted tenancy of a unit prior to the HQS inspection if the property has passed an alternative inspection within the past 24 months.

Under this provision, ECC/HANH approves the assisted lease term, conducts the initial within 15 days of receiving the Request for Tenancy Approval (RFTA) form. (Form HUD-52517)

If the unit has failed HQS deficiencies, the HAP is suspended until the HAP failed deficiencies have been corrected.

ECC/HANH then makes assistance payments retroactively, dating back to the effective date of the assisted lease term, once the unit has been inspected and found to meet HQS standards.

ECC/HANH Policy

A. Eligible Alternative Inspection Methods

The alternative inspection method **must** meet all the following requirements:

- 1) ECC/HANH must be able to obtain the results of the alternative inspection that occurred within the last 24 months.
- 2) If the alternative inspection method used sampling (a sample of the total number of units at the property), the unit in question must have been included in the universe of units from which the sample was drawn.

For example, if a 100-unit property includes 20 units that are occupied by an HCV-assisted family, then those 20 units must have been included in the universe of units from which the alternative inspection sample was pulled.

However, this does not mean that any or all of the 20 units would necessarily have to be part of the units that were originally inspected, only a part of the universe that the sample was originated from.

- 3) ECC/HANH may rely upon the following alternative inspections which would have occurred within the last 24 months:
 - a. Housing assisted under the HOME Investment Partnerships (HOME) program
 - b. Housing financed using Low Income Housing Tax Credits (LIHTCs), CHFA
 - c. inspections performed by HUD, without prior HUD approval.

In order to use an alternative inspection method other than that used for HOME, LIHTC, or inspections performed by HUD, that method must be approved by HUD's Real Estate Assessment Center (REAC) and additional amendment must be made to this HCV Administrative Plan.

B. Timing of the Initial HQS Inspection

The alternative inspection provision does not eliminate the requirement for ECC/HANH to conduct the initial HQS inspection.

ECC/HANH must conduct the initial HQS inspection within 15 days of receiving the RFTA (Form HUD-52517).

C. Approval of Assisted Tenancy

ECC/HANH will approve the assisted tenancy and execution of the lease before the initial HQS inspection takes place and will inspect the unit within 15 days of receiving the RFTA.

1) At the time of voucher issuance, as part of the tenant package, ECC/HANH will provide the family with the list of conditions defined as life-threatening in this Administrative Plan.

2) The family will submit the RFTA for the unit.

3) ECC/HANH will determine if the property passed an inspection within the previous 24 months that qualifies as an alternative inspection.

4) ECC/HANH will obtain a copy of the alternative inspection report.

5) ECC/HANH will notify both the owner and the family that unit is eligible for approval based on alternative inspection.

6) ECC/HANH will explain to the family how the alternative inspection provision applies to the unit they have selected. The family may choose to:

a. accept the unit,

b. decline the unit until it has passed ECC/HANH's inspection, or

c. decline the unit and wait for another LIHTC PBV, RAD/PBV unit offer with their voucher.

7) ECC/HANH needs to ensure that the owner understands that they will not receive the initial HAP until ECC/HANH has inspected the unit and determined the unit meets HQS, even though the family's assisted tenancy has commenced and that the HAP payment will be paid retroactively to the date of the lease term.

8) If the unit has been accepted, ECC/HANH will determine that the rent to owner is reasonable and that the family share does not exceed 40 percent of monthly adjusted income (unless gross rent is equal or less than the payment standard), and that the lease includes the tenancy addendum.

9) ECC/HANH will approve occupancy and the family and owner will execute the lease (including HCV tenancy addendum and lead-based paint disclosure information as required).

10) ECC/HANN will conduct the initial HQS inspection (within 15 days of receiving the RFTA).

D. Housing Assistance Payment

Under the alternative inspection provision, no housing assistance payments will be made to the owner until the unit passes the initial HQS inspection. If the unit passes the HQS inspection, ECC/HANH will make housing assistance payments retroactively to the effective date of the lease.

Process for HAP Payment the Alternative Inspection Provision and the NLT Provision

- After the inspection, ECC/HANH will notify the owner in writing of the inspection results.
- If the unit passes HQS, ECC/HANH will make the HAP payment retroactively to the effective date of the start of the assisted lease term.
- If the unit fails HQS with only non-life-threatening deficiencies:
 - a. ECC/HANH will make the HAP payment retroactively to the start of the assisted lease term.
 - b. After 30 days from the notification of the owner of the inspection results, if the deficiencies have not been corrected, ECC/HANH must begin withholding HAP payments.
- If the unit fails HQS with life-threatening deficiencies:
 - a. ECC/HANH will not begin making HAP payment until the life-threatening deficiencies are corrected.
 - b. ECC/HANH will take enforcement action against the owner if any life-threatening defect is not corrected within 24 hours.
 - c. Once the life-threatening deficiencies have been addressed, ECC/HANH will make the HAP payment retroactively the start of the assisted lease term.
 - d. If the unit also has non-life-threatening conditions, the owner has 30 calendar days to make those repairs before ECC/HANH begins withholding HAP.
 - e. If ECC/HANH took enforcement action to abate payment when repairs were not made within the cure period, the owner will not be paid for the time the abatement was in effect.
 - f. If the owner fails to correct the deficiencies within the 30-calendar day timeframe, ECC/HANH will follow the policy on when to terminate the HAP contract and issue a new voucher to the family due to owner non-compliance with HQS. Under no circumstances can the HAP contract continue beyond 180 days of the effective date of the HAP contract if unit is not in compliance with HQS.

E. Notification of Owners and Tenants

ECC/HANH must notify owners and families of the new procedures and timeline for assistance payments

ECC/HANH must advise families of the list of the life-threatening deficiencies so the family can look for the items in the unit and notify ECC/HANH if the deficiencies are found or decline to enter into a lease with the owner. The list should be provided at the family briefing or voucher issuance meeting.

ECC/HANH will notify the family that if the family agrees to move into the unit and the unit does not pass the inspection, the family may be obligated to stay in the unit, in accordance with the lease, until the repairs are completed or ECC/HANH terminates the HAP contract for that unit in accordance with the HQS enforcement policy and that if the HAP contract for the unit is terminated, the family will have to move in order to retain the voucher.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

However, under the NLT provision if a unit built before 1978, will be occupied by a family with a child or children under the age of 6 and there is presence of deteriorated identified during the initial HQS inspection, ECC/HANH will not approve the tenancy or make any HAP payments until the lead hazard reduction has been completed.

However, if the deficiency is identified for a unit already occupied by an assisted family as of the effective date of the NLT provision, the lead hazard condition does not need to be completed within 24 hours as in the case of all other LT conditions. ECC/HANH and owners must follow the requirements in 24 CFR part 35.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. ECC/HANH must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

ECC/HANH must examine the proposed site before the proposal selection date. If the units to be assisted already exist, ECC/HANH must inspect all the units before the proposal selection date and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, ECC/HANH may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

ECC/HANH must inspect each contract unit before execution of the HAP contract. ECC/HANH may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, ECC/HANH must inspect the unit. ECC/HANH may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, ECC/HANH must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

ECC/HANH Policy

ECC/HANH will follow its regular tenant-based program inspection requirements as outlined in Chapter 8.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, ECC/HANH must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

ECC/HANH must inspect contract units whenever needed to determine that the contract units comply with HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. ECC/HANH must take into account complaints and any other information coming to its attention in scheduling inspections.

ECC/HANH must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting ECC/HANH supervisory quality control HQS inspections, ECC/HANH should include a representative sample of both tenant-based and project-based units.

Inspecting ECC/HANH-Owned Units [24 CFR 983.103(f)]

In the case of ECC/HANH-owned units, the inspections must be performed by an independent agency designated by ECC/HANH and approved by HUD. The independent entity must furnish a copy of each inspection report to ECC/HANH and to the HUD field office where the project is

located. ECC/HANH must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the ECC/HANH-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, ECC/HANH must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. ECC/HANH may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and ECC/HANH agrees that upon timely completion of such development in accordance with the terms of the Agreement, ECC/HANH will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by ECC/HANH, specifications and plans. For new construction units, the description must include the working drawings and specifications.

- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after ECC/HANH notice of proposal selection to the selected owner. ECC/HANH may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, ECC/HANH may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, ECC/HANH may not enter into the Agreement until the environmental review is completed and ECC/HANH has received environmental approval. However, ECC/HANH does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

ECC/HANH Policy

ECC/HANH will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. ECC/HANH must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to ECC/HANH in the form and manner required by ECC/HANH:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At ECC/HANH'S discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

ECC/HANH Policy

ECC/HANH will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. ECC/HANH will specify any additional documentation requirements in the Agreement to enter into HAP contract.

ECC/HANH Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, ECC/HANH must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. ECC/HANH must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, ECC/HANH must not enter into the HAP contract.

If ECC/HANH determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, ECC/HANH must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW

ECC/HANH must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

ECC/HANH may not enter into a HAP contract until each contract unit has been inspected and ECC/HANH has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after ECC/HANH selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after ECC/HANH has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

ECC/HANH Policy

For existing housing, the HAP contract will be executed within 10 business days of ECC/HANH determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of ECC/HANH determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205]

ECC/HANH may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 15 years. In the case of ECC/HANH-owned units, the term of the HAP contract must be agreed upon by ECC/HANH and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

ECC/HANH Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, ECC/HANH may extend the term of the contract for an additional term of up to 15 years if ECC/HANH determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 15 years. ECC/HANH may provide for multiple extensions; however, in no circumstances may such extensions exceed 15 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract ECC/HANH agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of ECC/HANH-owned units, any extension of the term of the HAP contract must be agreed upon by ECC/HANH and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

ECC/HANH Policy

When determining whether or not to extend an expiring PBV contract, ECC/HANH will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by ECC/HANH [24 CFR 983.205(c)]

The HAP contract must provide that the term of ECC/HANH's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by ECC/HANH in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, ECC/HANH may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to ECC/HANH. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify ECC/HANH and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Remedies for HQS Violations [24 CFR 983.208(b)]

ECC/HANH may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If ECC/HANH determines that a contract does not comply with HQS, ECC/HANH may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

ECC/HANH Policy

ECC/HANH will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At ECC/HANH discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, ECC/HANH must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.207(b)]

At ECC/HANH's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of ECC/HANH's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

ECC/HANH Policy

ECC/HANH will consider adding contract units to the HAP contract when ECC/HANH determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.210]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;

- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by ECC/HANH, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with ECC/HANH and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

ECC/HANH may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

ECC/HANH Policy

ECC/HANH will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. ECC/HANH will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of ECC/HANH, the HAP contract may provide for vacancy payments to the owner for an ECC/HANH-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by ECC/HANH and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

ECC/HANH Policy

ECC/HANH will decide on a case-by-case basis if ECC/HANH will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

ECC/HANH may select families for the PBV program from those who are participants in ECC/HANH's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and ECC/HANH, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to ECC/HANH's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. ECC/HANH may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

ECC/HANH Policy

ECC/HANH will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by ECC/HANH is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on ECC/HANH's waiting list. Once the family's continued eligibility is determined (ECC/HANH may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and ECC/HANH must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

ECC/HANH may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. ECC/HANH may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by ECC/HANH. If ECC/HANH chooses to offer a separate waiting list for PBV assistance, ECC/HANH must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If ECC/HANH decides to establish a separate PBV waiting list, ECC/HANH may use a single waiting list for ECC/HANH's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

ECC/HANH Policy

Non-LIHTC Developments

When a non-LIHTC Development has need of families to fill vacancies, ECC/HANH provides them with names from its waiting list.

LIHTC Developments

ECC/HANH currently has one PBV waiting list for use by all PBV developments. Once this list is exhausted, ECC/HANH will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance.

General

ECC/HANH will offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list(s) for PBV assistance, if the list is open.

Participants may apply for admission to one or more PBV programs.

ECC/HANH may close one or more of its individual waiting lists for individual PBV developments for but may continue to accept applications for a specific PBV development.

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from ECC/HANH's waiting list. ECC/HANH may establish selection criteria or preferences for occupancy of particular PBV units. ECC/HANH may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to ECC/HANH's tenant-based and project-based voucher programs during ECC/HANH fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, ECC/HANH must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

ECC/HANH may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. ECC/HANH must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although ECC/HANH is prohibited from granting preferences to persons with a specific disability, ECC/HANH may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If ECC/HANH has projects with more than 25 percent of the units receiving project-based assistance because those projects include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), ECC/HANH must give preference to such families when referring families to these units [24 CFR 983.261(b)].

ECC/HANH Policy

LIHTC Developments

ECC/HANH will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units).

Once PBV developments exhaust the existing waiting list and implement site-based waiting lists, ECC/HANH will ensure each development develop its own tenant selection policies, including preferences. These policies and preferences will be approved by the Board before implementation, and will be published and made public, as required.

Until this time, ECC/HANH’s standard HCV preferences apply to all PBV developments (see Chapter 4).

If a development continues to utilize ECC/HANH’s standard HCV preferences, this information will be published and made public at the time site-based waiting lists are implemented.

ECC/HANH's preferences will be structured to give preference to families who need the supportive services offered at a particular development.

Non-LIHTC Developments

Non-LIHTC Developments will use the preferences as addressed in Chapter 4.

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

ECC/HANH is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under ECC/HANH's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, ECC/HANH must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, ECC/HANH must provide a briefing packet that explains how ECC/HANH determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, ECC/HANH must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, ECC/HANH must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

ECC/HANH should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by ECC/HANH from ECC/HANH's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on ECC/HANH's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify ECC/HANH of any vacancy or expected vacancy in a contract unit. After receiving such notice, ECC/HANH must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. ECC/HANH and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

ECC/HANH Policy

ECC/HANH will have site-based waiting lists for PBV developments.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, ECC/HANH may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

ECC/HANH Policy

If any contract units have been vacant for 120 days, ECC/HANH may give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. This decision will be based upon individual development factors, including the owner's history in successfully leasing vacant units.

If ECC/HANH does give notice, ECC/HANH will provide the notice to the owner within 10 business days of the decision. The amendment to the HAP contract will be effective the 1st day of the month following the date of ECC/HANH's notice.

17-VI.G. TENANT SCREENING [24 CFR 983.255]

ECC/HANH Responsibility

ECC/HANH is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, ECC/HANH may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

ECC/HANH Policy

ECC/HANH will not conduct screening to determine a PBV applicant family's suitability for tenancy.

ECC/HANH must provide the owner with an applicant family's current and prior address (as shown in ECC/HANH records) and the name and address (if known by the ECC/HANH) of the family's current landlord and any prior landlords.

In addition, ECC/HANH may offer the owner other information ECC/HANH may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. ECC/HANH must provide applicant families a description of the ECC/HANH policy on providing information to owners, and ECC/HANH must give the same types of information to all owners.

ECC/HANH may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

ECC/HANH Policy

ECC/HANH will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. ECC/HANH will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by ECC/HANH, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as an ECC/HANH model lease.

ECC/HANH may review the owner's lease form to determine if the lease complies with state and local law. If ECC/HANH determines that the lease does not comply with state or local law, ECC/HANH may decline to approve the tenancy.

ECC/HANH Policy

ECC/HANH will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by ECC/HANH (the names of family members and any ECC/HANH-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- ECC/HANH terminates the HAP contract
- ECC/HANH terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give ECC/HANH a copy of all changes.

The owner must notify ECC/HANH in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by ECC/HANH and in accordance with the terms of the lease relating to its amendment. ECC/HANH must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by ECC/HANH policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. ECC/HANH termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by ECC/HANH. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

ECC/HANH Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify ECC/HANH of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259]

The owner may collect a security deposit from the tenant. ECC/HANH may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

ECC/HANH Policy

ECC/HANH will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. ECC/HANH has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If ECC/HANH determines that a family is occupying a wrong size unit, based on ECC/HANH'S subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, ECC/HANH must promptly notify the family and the owner of this determination, and ECC/HANH must offer the family the opportunity to receive continued housing assistance in another unit.

ECC/HANH Policy

ECC/HANH will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of ECC/HANH's determination. ECC/HANH will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in an appropriate unit in the same building or project;
- PBV assistance in an appropriate unit in another project;
- Other project-based assistance (including public housing);
- Tenant-based voucher assistance; or
- Other comparable public or private tenant-based assistance (e.g., under the HOME program).

If ECC/HANH offers the family a tenant-based voucher, ECC/HANH must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by ECC/HANH) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, ECC/HANH must remove the unit from the HAP contract.

If ECC/HANH offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by ECC/HANH, or both, ECC/HANH must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by ECC/HANH and remove the unit from the HAP contract.

ECC/HANH Policy

ECC/HANH may make exceptions to the provided period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to ECC/HANH. If the family wishes to move with continued tenant-based assistance, the family must contact ECC/HANH to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, ECC/HANH is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, ECC/HANH must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

ECC/HANH Policy

Under ECC/HANH's MTW agreement, families participating in ECC/HANH's project-based CARES program must remain in their unit until completion of their CARES self-sufficiency contract.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

ECC/HANH may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly and/or disabled families; or
- Specifically made available for families receiving supportive services as defined by ECC/HANH. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by ECC/HANH and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (e.g. a family that does not successfully complete its FSS contract of participation or supportive services requirements, or a family that is no longer elderly or disabled due to a change in family composition where ECC/HANH does not exercise discretion to allow the family to remain in the excepted unit), must vacate the unit within a reasonable period of time established by ECC/HANH, and ECC/HANH must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by ECC/HANH.

ECC/HANH may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long-term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

ECC/HANH Policy

ECC/HANH will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.

In all other cases, when ECC/HANH determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, ECC/HANH will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, ECC/HANH will terminate the housing assistance payments at the expiration of this 30-day period.

ECC/HANH may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

ECC/HANH may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to ECC/HANH, ECC/HANH will amend the HAP contract to reduce the total number of units under contract.

17-VII.E. CHOICE MOBILITY PROJECT BASED VOUCHER (PBV) TO TENANT BASED VOUCHER (TBV) As provided for in Section 8(o)(13)(E) of the 1037 Act and 24 CFR 983.261(c).

ECC/HANH may establish a Choice Mobility cap for public housing conversions, for RAD or PBV resident who have elected to exercise their right to obtain a Tenant Based Voucher (TBV) under Choice Mobility options that HUD has established for resident once they have met the occupancy requirements for RAD or PBV units. ECC/HANH has established a RAD/PBV Choice Mobility waitlist for residents residing in RAD or PBV units hat wish to exercise their Choice Mobility Options.

Residents will be placed on the RAD/PBV waitlist in the order that they are received as well as by preferences associated with the waitlist. The preferences will be prioritized in the following order:

1. Reasonable Accommodation
2. VAWA

3. Health & Safety
4. Over/Under Housed
5. Splitting of Vouchers
6. Witness Protection
7. Crime & Safety

Through the establishment of the Choice Mobility Cap, RAD/PBV Residents are entitled to receive 1 out of every 4, new vouchers issued. The remaining 3 vouchers will be issued to individuals on ECC/HANH’s Tenant Based Voucher, Reasonable Accommodation (RA) (LIPH), Victims Against Violence Act (VAWA)(LIPH) & community-based Project Based Vouchers (PBV) waitlists. In essence, the TBV waitlist is tiered into five separate waitlists so as to accommodate the choice mobility requirement outlined above, and to assure that residents who qualify for a TBV under the LIPH Reasonable accommodation and VAWA policies are reached.

The following table shows examples of the order in which issuance of vouchers is managed to ensure that all waitlist applicants and participants of PBV units who are waiting on a TBV after 1 year and 1 day in a PBV unit are equitably served. 1 out of 4 vouchers is assigned to families who are in a RAD/PBV unit and waiting on a TBV, after the first year and 1 day of occupancy in the PBV unit. A Voucher is assigned from each category while interchanging Reasonable Accommodation & VAWA.

Example: Cycle #1 1st TBV, 2nd RA, 3rd RAD/PBV, and 4th PBV to TBV. Cycle #2 1st TBV, 2nd VAWA, 3rd RAD/PBV, and 4th PBV to TBV. This process continues to cycle through. First row of the table shows a cycle based on ECC/HANH being in relocation mode or when it has sufficient vouchers to issue into the community. The rows in this table are not inclusive of all possible combinations of voucher issuance; decision to follow a specific combination of issuance of vouchers is based on the need and at the discretion of ECC/HANH.

HCV Waitlists & Prefer					
	TBV Waitlist with order of preferences	Reasonable Accommodation from LIPH	VAWA Preference from LIPH	RAD/PBV to TBV Transfer Waitlist with order of preferences (1 out of every 4 required)	PBV to TBV transfer waitlist with order of preferences
Voucher Assignment cycle when ECC/HANH is in Relocation mode as a result of redevelopment	1 Voucher	1 Voucher (interchange each cycle with VAWA)	1 voucher (interchange each cycle with RA)	1 Voucher	1 Voucher

Voucher Assignment cycle when ECC/HANH is not in Relocation Mode as a result of redevelopment	0 Vouchers	1 Voucher (interchange each cycle with VAWA)	1 voucher (interchange each cycle with RA)	1 Voucher	1 Vouchers
Voucher Assignment cycle when ECC/HANH determines no new vouchers will be assigned to applicants on the TBV waitlist	0 Vouchers	1 Voucher (interchange each cycle with VAWA)	1 voucher (interchange each cycle with RA)	1 Voucher	2 Vouchers
Freeze on Voucher Issuance	0 Vouchers	0 Vouchers	0 Voucher	0 Vouchers	0 Vouchers
	Displaced by Gvrnmt Action In-house redevelopment	Accessible		Reasonable Accommodation	Reasonable Accommodation
	Displaced by Gvrnmt Action Local natural disaster	Non-Accessible		VAWA	VAWA
	Displaced by Gvrnmt Action defined by US Department of Housing			Health & Safety	Health & Safety
	Reasonable Accommodation			Over/Under housed	Over/Under housed
	Witness Protection			Splitting of Vouchers	Splitting of Vouchers
	Crime & Safety			Witness Protection	Witness Protection
	Health & Safety from LIPH Waitlist			Crime & Safety	Crime & Safety
Imminent Danger of Foreclosure					
Supportive Housing Assistance					

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by ECC/HANH, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

ECC/HANH must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where ECC/HANH has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner; the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If ECC/HANH has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

ECC/HANH Policy

ECC/HANH may elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). In these cases, if, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, ECC/HANH will use the higher initial rent to owner amount.

The decision whether or not to state within the HAP contract that rents will not be reduced below the initial level will be made on a case-by-case basis at the time of HAP contract negotiation and execution.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, ECC/HANH must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, ECC/HANH must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, ECC/HANH may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, ECC/HANH may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

ECC/HANH Policy

Upon written request by the owner, ECC/HANH will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. ECC/HANH will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, ECC/HANH may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if ECC/HANH determines it is necessary due to ECC/HANH budgetary constraints.

Redetermination of Rent [24 CFR 983.302]

ECC/HANH must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner, wishes to request an increase in the rent to owner from ECC/HANH, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by ECC/HANH. ECC/HANH may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units, which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

ECC/HANH Policy

An owner's request for a rent increase must be submitted to ECC/HANH 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

ECC/HANH may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent

adjustment, except where ECC/HANH has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by ECC/HANH to the owner specifying the amount of the redetermined rent. The ECC/HANH notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

ECC/HANH Policy

ECC/HANH will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

ECC/HANH-Owned Units [24 CFR 983.301(g)]

For ECC/HANH owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. ECC/HANH must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by ECC/HANH, except where ECC/HANH has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

ECC/HANH must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- ECC/HANH approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, ECC/HANH must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by ECC/HANH. The comparability analysis may be performed by ECC/HANH staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

ECC/HANH-Owned Units

For ECC/HANH-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for ECC/HANH-owned units to ECC/HANH and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, ECC/HANH may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, ECC/HANH shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, ECC/HANH must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and ECC/HANH agree on a later date.

Except for discretionary vacancy payments, ECC/HANH may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by ECC/HANH is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if ECC/HANH determines that the vacancy is the owner's fault.

ECC/HANH Policy

If ECC/HANH determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, ECC/HANH will notify the property owner of the amount of housing assistance payment that the owner must repay. ECC/HANH will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of ECC/HANH, the HAP contract may provide for vacancy payments to the owner. ECC/HANH may only make vacancy payments if:

- The owner gives ECC/HANH prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by ECC/HANH to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by ECC/HANH and must provide any information or substantiation required by ECC/HANH to determine the amount of any vacancy payment.

ECC/HANH Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified ECC/HANH of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and ECC/HANH may require the owner to provide documentation to support the request. If the owner does not provide the information requested by ECC/HANH within 10 business days of ECC/HANH's request, no vacancy payments will be made.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by ECC/HANH in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the ECC/HANH notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by ECC/HANH is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by ECC/HANH. The owner must immediately return any excess payment to the tenant.

Tenant and ECC/HANH Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by ECC/HANH.

Likewise, ECC/HANH is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. ECC/HANH is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. ECC/HANH may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, ECC/HANH must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

ECC/HANH may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If ECC/HANH chooses to pay the utility supplier directly, ECC/HANH must notify the family of the amount paid to the utility supplier.

ECC/HANH Policy

ECC/HANH will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 17-1: HUD DEFINITION OF NON-LIFE THREATENING (NLT) AND LIFE THREATENING (LT) CONDITIONS

HUD’s definition of LT conditions includes specific conditions under 10 categories, as described in the January 18, 2017, implementation notice: This list applies to all HQS inspections. Initial, annuals, specials and quality control inspections.

- (1) Gas (natural or liquid petroleum) leak or fumes
- (2) Electrical hazards that could result in shock or fire
- (3) Inoperable or missing smoke detector
- (4) Interior air quality (inoperable or missing carbon monoxide detector, where required)
- (5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
- (6) Lack of alternative means of exit in case of fire or blocked egress
- (7) Other interior hazards (missing or damaged fire extinguisher, where required)
- (8) Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age
- (9) Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register 4
- (10) Any other condition identified by the administering PHA as life-threatening in the PHA’s administrative plan prior to April 18, 2017 (the effective date of the January 18, 2017, implementation notice).

Table 1 lists the specific LT conditions identified in the January 18, 2017, implementation notice under each of the 10 categories.

Only the specific conditions listed in the second column of Table 1 are life-threatening conditions for the purposes of implementing the NLT provision.

The third column of Table 1 provides the relevant inspection item number from form HUD-52580 or 52580-A for each the LT conditions. As described in Part 4. C. below, PHAs must document the presence of any LT conditions on form HUD-52580, HUD-52580-A, or successor form.

Table 1. Life-Threatening Conditions and Where to Record on HUD Inspection Form

CATEGORY	LIFE-THREATENING CONDITIONS	WHERE TO RECORD ON HUD-52580 OR HUD-52580-A

<p>(1) Gas (natural or liquid petroleum) leak or fumes</p>	<ul style="list-style-type: none"> • A fuel storage vessel, fluid line, or connection that supplies fuel to a HVAC unit that is leaking. • A strong odor detected with potential for explosion or fire, or that results in health risk if inhaled 	<p>7.2 or 8.9</p>
<p>(2) Electrical hazards that could result in shock or fire</p>	<ul style="list-style-type: none"> • A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed • A light fixture is hanging by its wires • A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit • A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed • A receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wire are exposed • An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses • A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc and there are exposed electrical connections • Any nicks, abrasions, or fraying of the insulation that expose conducting wire • Exposed bare wires or electrical connections • Any condition that results in openings in electrical panels or electrical control device enclosures • Water leaking or ponding near any electrical device • Any condition that poses a serious risk of electrocution or fire and poses an immediate life threatening condition 	<p>1.3, 2.3, 3.3, 4.3 or 5.3</p>
<p>(3) Inoperable or missing smoke detector</p>	<ul style="list-style-type: none"> • The smoke detector is missing • The smoke detector does not function as it should 	<p>4.10</p>
<p>(4) Interior air quality (inoperable or missing carbon monoxide detector)</p>	<ul style="list-style-type: none"> • The carbon monoxide detector (where required) is missing • The carbon monoxide does not function as it should 	<p>8.9</p>

<p>(5) gas/oil fired water heater or heating, ventilation or colling system, damaged, improper, or misaligned chimney or venting</p>	<ul style="list-style-type: none"> • The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases • A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside • A fuel fired space heater is not properly vented or lacks available combustion air • A non-vented space heater is present • Safety devices on a fuel fired space heater are missing or damaged • The chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases 	<p>7.2, 7.4 or 8.9</p>
<p>(6) Lack of alternative means of exit in case of fire or blocked egress</p>	<ul style="list-style-type: none"> • Any of the components that affect the function of the fire escape are missing or damaged • Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency. • The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency. 	<p>8.2</p>
<p>(7) Other interior hazards (missing or damaged fire extinguisher, where required)</p>	<ul style="list-style-type: none"> • A fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired. (This applies only if the PHA has adopted an acceptability criteria variation to the HQS to require fire extinguishers.) 	<p>8.7</p>
<p>(8) Lead-Based Paint</p>	<ul style="list-style-type: none"> • Deteriorated paint surfaces in a unit built before 1978 and to be occupied by a family with a child under 6 years of age. 	<p>1.9, 2.9, 3.9, 4.9, or 6.6</p>
<p>(9) Any other condition subsequently identified by HUD in a notice published in the Federal Register</p>	<p>N/A</p>	<p>N/A</p>
<p>(10) Any other condition identified by the PHA (ECC/HANH)</p>	<ul style="list-style-type: none"> • Any other condition identified by the administering PHA (ECC/HANH) as life-threatening in the PHA's (ECC/HANH) administrative plan prior to April 18, 2017. 	<p>Per PHA (ECC/HANH) policy</p>

Most of the categories of life-threatening conditions are self-explanatory. The following

additional guidance may be helpful for categories 7 through 10:

- **Category (7): Other interior hazards (missing or damaged fire extinguisher, where required).** PHAs may adopt, with HUD approval, acceptability criteria variations to the HQS. A PHA may have adopted an acceptability criteria variation to the HQS to require fire extinguishers in HCV units. If the PHA using the NLT provision requires fire extinguishers, then if a required fire extinguisher is missing, damaged, discharged, overcharged, or expired, it **must** be considered a life-threatening condition per HUD's definition, even if the PHA had previously considered such a condition to be non-life-threatening.

If the PHA has not adopted an acceptability criteria variation to the HQS to require fire extinguishers in HCV units, this category does not apply.

- **Category (8): Deteriorated paint surfaces of a unit built before 1978 and to be occupied by a child under 6 years of age.** The presence of deteriorated paint surfaces in a unit built before 1978 and where a child under 6 years of age resides or is expected to reside is a life-threatening condition only for determining whether the family can move into the unit. The presence of such hazards during the initial HQS inspection means a PHA may not approve the tenancy, execute the HAP contract and make assistance payments until lead hazard reduction is complete. However, in the case where the deficiency is identified for a unit under HAP contract during a regular or interim HQS inspection, lead hazard reduction need not be completed within 24 hours. Instead, PHAs and owners **must** follow the requirements in 24 CFR part 35.

- **Category (9): Any other condition subsequently identified by HUD.** At a future date, HUD may add to the list any other condition(s) that HUD identifies as life-threatening. If HUD makes such changes, HUD will publish the changes in a Federal Register notice and notify PHAs.

- **Category (10): Any other condition identified by the PHA.** PHAs that adopt the NLT provision may add any other condition (not covered by the LT conditions on HUD's list) that the PHA defined as life-threatening in its HCV Administrative Plan prior to April 18, 2017. The PHA may not add its own conditions to HUD's definition of LT conditions after April 18, 2017. The reason for this restriction is that HUD wants to avoid inconsistent definitions of LT conditions for the purposes of implementing this provision of

Chapter 19

MIXED FINANCE DEVELOPMENTS INCLUDING RENTAL ASSISTANCE DEMONSTRATION/PROJECT-BASED VOUCHER (RAD/PBV)

PROJECT DESCRIPTION MIXED DEVELOPMENTS

OVERVIEW

Mixed-Finance public housing allows HUD to mix public, private, and non-profit funds to develop and operate housing developments. New developments may be made up of a variety of housing types: HCV/PBV, homeownership, private, subsidized, and public housing. These new communities are provided for residents with a wide range of incomes and are designed to fit into the surrounding community.

Under its MTW Plan, ECC/HANH has increased the percentage of Housing Choice Voucher budget authority for the Agency that is permitted to project-base to 25%.

ECC/HANH may attach funding to mixed-finance developments which include Project-Based Section 8 units (the “PBV units”). These PBV units may be owned and managed by entities other than ECC/HANH. ECC/HANH may delegate certain admissions and occupancy functions as discussed within the Administrative Plan to the owners and/or managers of those mixed-finance developments. Such admissions and occupancy functions must be performed in accordance with this Administrative Plan and applicable HUD and ECC/HANH requirements.

Mixed-finance developments may be subject to Low-Income Housing Tax Credit (LIHTC) and/or Affordable Housing Program (AHP) Requirements. For purposes of this Administrative Plan:

- Tax Credit Requirements shall mean any and all matters required by Section 42 of the Internal Revenue Code of 1986 and regulations there under (Section 42), the Connecticut Housing Finance Agency (CHFA) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, or CHFA requirements; and
- AHP Requirements shall mean any and all matters required by the Federal Housing Finance Board Affordable Housing Program regulations at 12 CFR 951.

In order to ensure compliance with LIHTC and/or AHP Requirements, ECC/HANH will not impose any policy within this Administrative Plan upon any mixed-finance development if such policies would create non-compliance with Tax Credit Requirements and/or AHP Requirements.

Policies within this chapter that are consistent with the HANH TBV and standard PBV program will state, “No changes to this section.”

Policies within this chapter that differ will be stated accordingly.

ECC/HANH will not disapprove Owner policies required for compliance with LIHTC and AHP Requirements, unless mandated by PBV Requirements.

- Examples of policies that may differ than the Administrative Plan include the requirement for annual re-certifications (to the extent required by LIHTC Requirements) and different income tier requirements.

In the event of a conflict between any PBV contract requirements and this Administrative Plan, those deal-specific documents shall control as long as in compliance with PBV Requirements.

- “PBV Requirements” refers to 24 CFR HUD regulations, any HUD-approved waivers of regulatory requirements, and federal laws, notices and Executive Orders pertaining to Project-Based Section 8 Units, including future waivers or amendments.

ECC/HANH’s PBV/RAD program is designed to ensure that PBV assistance is used to support goals that may not be able to be equally achieved through the use of tenant-based voucher assistance.

ECC/HANH’s PBV/RAD program is committed to the following priorities:

1. Supportive housing for families and persons with disabilities;
2. Accessible housing for persons with mobility limitations;
3. Affordable housing opportunities in mixed-income developments and in neighborhoods that underserve low-income families, including neighborhoods with low minority concentrations and low concentrations of poverty
4. Neighborhood revitalization projects, including ECC/HANH’s public housing community redevelopment projects
5. Assisting families in imminent danger of homelessness

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, ECC/HANH is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, ECC/HANH is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

RAD/PBV developments

RAD/PBV allows projects funded under the public housing program to convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, public housing agencies (PHAs) may choose between two forms of Section 8 Housing

Assistance Payment (HAP) Contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). ECC/HANH will administer PBVs.

RAD provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through enabling access by ECC/HANH and owners to private debt and equity to address immediate and long-term capital needs. RAD is also designed to test the extent to which residents have increased housing choices after the conversion, and the overall impact on the subject properties.

Under RAD/PBV, the HAP Contract will be administered ECC/HANH and managed by a separate entity. Contract rents will be established and the initial contract will be for a period of at least 15 years and up to 20 years upon approval of ECC/HANH. At expiration of the initial contract and each renewal contract, the ECC/HANH shall offer, and the Project Owner shall accept, a renewal contract.

Each project with a PBV HAP Contract will also be subject to a RAD Use Agreement that will renew with the HAP Contract. ECC/HANH will provide a Choice-Mobility option to residents of Covered Projects. With the exception of provisions identified in PIH-2012-32 (HA) H-2017-03, Rev-3 (as well as retained flexibilities of Moving to Work (MTW) agencies), all regulatory and statutory requirements of the PBV program in 24 CFR part 983, and applicable standing and subsequent Office of Public and Indian Housing guidance, including related handbooks, shall apply.

Chapter 19

SECTION I

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

No changes to this section.

PART I: THE PHA (ECC/HANH)

1-I.A. OVERVIEW

No changes to this section.

1-I.B. ORGANIZATION AND STRUCTURE OF ECC/HANH

No changes to this section.

1-I.C. ECC/HANH MISSION

No changes to this section.

1-I.D. ECC/HANH'S PROGRAMS

No changes to this section.

1-I.E. ECC/HANH'S COMMITMENT TO ETHICS AND SERVICE

No changes to this section.

PART II: THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

For the standard PBV program:

In Section 232 of the Fiscal Year 2001 Appropriations Act, Congress authorized the project-based voucher program (PBV). The PBV program is a discretionary component of ECC/HANH's housing choice voucher (HCV) program. There are no appropriations for this program, instead funding comes directly from funds already obligated by HUD to ECC/HANH under its HCV Annual Contributions Contract (ACC). ECC/HANH may use up to 20 percent of its HCV budget authority for project-based vouchers.

For the RAD PBV program:

RAD is intended to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

ECC/HANH or owner can select one of two major sub-programs under RAD:

- Project-based rental assistance (PBRA)
- Project-based vouchers (PBVs)

HUD's Office of Multifamily Housing Programs administers the PBRA component, whereas HUD's Office of Public and Indian Housing administers the PBV component.

This chapter will focus on public housing conversions to the PBV program. In order to distinguish between requirements, we will refer to the standard PBV program and the RAD PBV programs.

For the LIHTC program:

The Low-Income Housing Tax Credit (LIHTC) program was enacted by Congress as part of the Tax Reform Act of 1986 to provide the private market with incentives for construction, rehabilitation, or acquisition of low-income affordable rental housing. These federal tax credits are allocated by the Internal Revenue Service (IRS) to state allocating agencies based, in part, on the state's population. In exchange for the investment in low-income housing, the owner receives tax credits for a period of ten years provided the owner maintains program compliance for at least 30 years.

1-II.B. HCV PROGRAM BASICS

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

For a description of the PBV program, see HANH's Administrative Plan, **Chapter 17 Project-Based Vouchers**.

1-II.C. THE HCV PARTNERSHIPS

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

For a description of the PBV program, see HANH’s Administrative Plan, **Chapter 17 Project-Based Vouchers**.

1-II.D. APPLICABLE REGULATIONS

For the standard PBV program:

The regulations are contained at 24 CFR 983. 24 CFR Part 982 applies to the PBV program, with the exception of sections that are not applicable as described in 24 CFR Part 983.

For the RAD PBV program

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act, 2014 (Public Law 113-76, approved January 17, 2014) and the Consolidated and Further Continuing Appropriations Act, 2015 (Public Law 113-235, approved December 6, 2014), collectively, the “RAD Statute.” RAD requirements may be found in PIH-2012-32 (HA), REV-2, RAD Quick Reference Guide (10/14), The Welcome Guide for New Awardees: RAD 1st Component (3/15), and RAD FAQs.

For the LIHTC program:

The applicable regulations are found at Section 42 of the Internal Revenue Code of 1986, as amended (“Section 42”). The state-specific LIHTC compliance manual outlines state policies and procedures as well as timelines and required forms for the LIHTC program. The manual for the state of Connecticut may be accessed at: <http://www.spectrumlihtc.com/states/connecticut/>.

PART III: THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

HANH’s administrative plan already establishes guidelines for staff to follow to determine eligibility and continued occupancy for HANH’s tenant-based HCV program. Selected parts of the administrative plan also apply to the standard and RAD PBV programs. On the whole, regulations for both the standard and RAD PBV programs generally closely follow the regulations for the tenant-based HCV program. While PBV regulations generally follow the tenant-based HCV voucher regulations, they are not identical. Further, RAD PBV rules further deviate from and waive specific standard PBV regulations. In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them and the RAD PBV

program follow many of the same regulations as the standard PBV program, but not all of them. Where applicable, the HCV policies in this document continue to govern the administration of the both the standard and RAD PBV programs, regardless of whether the units are in mixed-finance developments or not. In cases where HCV requirements are to be followed, no changes are made to the administrative plan. This additional chapter is development-specific and intended to address standard and RAD PBV requirements as well as those for the LIHTC program.

1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]

No changes to this section.

1-III.C. ORGANIZATION OF THE PLAN

No changes to this section.

1-III.D. UPDATING AND REVISING THE PLAN

No changes to this section.

Chapter 19

SECTION II

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Federal fair housing law imposes on the Department of Treasury and state housing finance agencies (HFAs), including the Connecticut Housing Finance Authority, an obligation to affirmatively further fair housing. Although the LIHTC program is an IRS program, in 2000 the IRS entered into a Memorandum of Understanding (MOU) with the HUD and the Department of Justice (DOJ) to enforce fair housing laws. HUD is generally charged with enforcing the Fair Housing Act and may refer cases to the DOJ.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

All units in the building must be for use by the general public (as defined in Regulation at section 1.42-9 and further clarified in section 42(g)(9)), including the requirement that no finding of discrimination under the Fair Housing Act occurred for the building.

LIHTC properties are also subject to Title VIII of the Civil Rights Act of 1968, which makes it unlawful to discriminate in any aspect relating to the sale, rental, or financing of dwellings because of race, color, religion, sex, or national origin. The Fair Housing Act of 1988 expanded coverage of Title VIII to include familial status and disabilities.

Notifications of administrative and legal actions in regards to the Fair Housing Act will be reported by CHFA to the IRS using Form 8823.

Since 2013, the Violence Against Women Act of 2013 (VAWA) applies to LIHTC properties.

While all of the laws listed in this chapter do not apply to the LIHTC program since tax credit owners are not considered recipients of federal financial assistance. However, since all units discussed in this policy are combined PBV/LIHTC units, the owner/agent must follow the more stringent requirements for the PBV program.

2-I.B. NONDISCRIMINATION

No changes to this section.

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

No changes to this section

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A reasonable accommodation can be a physical modification to a unit or a relaxation to a rule/procedure that will assist an otherwise eligible applicant/resident with a disability to have equal opportunity to use and enjoy their housing or participate in housing services.

2-II.C. REQUEST FOR AN ACCOMMODATION

No changes to this section.

2-II.D. VERIFICATION OF DISABILITY

No changes to this section.

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION

No changes to this section.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

No changes to this section.

2-II.G PHYSICAL ACCESSIBILITY

No changes to this section.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

No changes to this section.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

No changes to this section for the standard or RAD PBV programs.

2-III.A. OVERVIEW

No changes to this section.

2-III.B. ORAL INTERPRETATION

No changes to this section.

2-III.C. WRITTEN TRANSLATION

No changes to this section.

2-III.D. IMPLEMENTATION PLAN

No changes to this section.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

No changes to this section

PART IV: VIOLENCE AGAINST WOMEN ACT (VAWA)

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY (Act Includes Men)

1. Purpose and Applicability

The purpose of Owner's Policy pursuant to the Violence Against Women Act (VAWA) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2013 (Pub. L. 113-4) and more generally to set forth Owner's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence. This section of the Administrative Plan sets forth those provisions of Owner's VAWA Policy which apply to the Residents of Owner's Rental Assistance Demonstration.

The purposes of these provisions are as follows:

- a. To maintain compliance with all applicable legal requirements imposed by VAWA;
- b. To ensure the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by Owner;
- c. To providing and maintain housing opportunities for victims of domestic violence, dating violence, or stalking;
- d. To create and maintain collaborative arrangements between Owner , 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 and stalking, who are assisted by Owner; and
- e. To take appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by Owner.

2. Definitions

- a. Domestic Violence – The term 'domestic violence' includes:
 - (A) felony or misdemeanor crimes of violence (including verbal, emotional, psychological, physical and sexual acts of abuse) committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as

a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or

(B) 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.”

b. *Sexual assault* – Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent.

c. *Dating Violence* – means violence committed by a person:

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

d. *Stalking* – Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(A) Fear for the person's individual safety or the safety of others; or

(B) Suffer substantial emotional distress

e. *Affiliated Individual* - means, with respect to an individual:

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands *in loco parentis*; or

(B) any individual, tenant, or lawful occupant living in the household of that individual.

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

3. Admissions and Screening

a. *Non-Denial of Assistance*

Owner will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

b. *Admissions Preference*

Applicants for housing assistance from HANH will receive a preference in admissions by virtue of their status as victims of domestic violence, sexual assault, dating violence or stalking.

c. *Mitigation of Disqualifying Information*

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, HANH shall take such information into account in mitigation of potentially disqualifying information, relevant to the domestic violence such as poor credit history or previous damage to a dwelling. If requested by an

applicant to take such mitigating information into account, HANH shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. HANH will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

4. Termination of Tenancy or Assistance in connection with VAWA.

a. VAWA Protections

Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by Owner:

1. An incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be 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 Owner as a result of criminal activity, if that criminal activity is directly related to domestic violence, sexual assault, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the resident’s control, and the resident or an immediate family member 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 Owner 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, sexual assault, dating violence, or stalking in question against the resident or a member of the resident’s household. However, in taking any such action, Owner shall not apply a more demanding standard to the victim of domestic violence, sexual assault, dating violence or stalking than that applied to other residents.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of Owner to evict or terminate from assistance any resident or lawful applicant if Owner, can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the property, if the resident is not evicted or terminated from assistance.

b. Removal of Perpetrator/Lease Bifurcation

Owner may bifurcate a lease, or remove a household member or lawful occupant from a lease to evict, remove, terminate occupancy rights, or terminate assistance to such member who engage in criminal activity directly related to domestic violence, sexual assault, dating violence, or stalking against an affiliated individual or other individual. , Such action against

the perpetrator of such violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the resident 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 federal, state, or local law applicable to terminations of tenancy

5. Verification of Domestic Violence, Dating Violence or Stalking

a. Requirement for Verification

The law allows, but does not require, HANH to verify that an incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking claimed by a resident or other lawful occupant is *bona fide* and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided below in paragraph 5, Owner shall require verification in all cases where an individual claims protection against an action involving such individual, proposed to be taken by Owner.

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

1. HUD-approved form - by providing to Owner 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, sexual assault, dating violence 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 only if known by the victim.
2. Other documentation - by providing to Owner 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 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 or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, sexual assault, dating violence, or stalking
4. 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, sexual assault, dating violence or stalking, and is requested by Owner to return the completed application with supporting documentation, i.e. police reports, courts records, etc, within 14 business days of

the date the application was requested. 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.

5. Waiver of verification requirement - The President of HANH, 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 Executive Director. 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.

6. Confidentiality

a. Right of confidentiality

All information (including the fact that an individual is a victim of domestic violence, sexual assault, dating violence or stalking) provided to Owner in connection with a verification required or provided in lieu of such verification where a waiver of verification is granted, shall be retained by Owner 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 an eviction proceeding as permitted in VAWA, or
3. otherwise required by applicable law.

b. Notification of rights

All residents of shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

7. Transfer to New Residence

a. Application for transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, sexual assault, dating violence, or stalking, Owner will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a LIHTC/RAD/PBV resident to a different unit in order to reduce the level of risk to the individual and/or family. Transfer from one LIHTC, ACC, PBV or RAD/PBV site will be allowed subject to approved LIHTC income guidelines for that site. VAWA transfer requests will be placed on a centralized transfer list for LIHTC/RAD/PBV/LIPH residents with the applicable preference

A resident who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the resident or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

b. Action on applications

Owner will act upon such an application within ten (10) calendar days.

c. No right to transfer

Owner will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of Owner, and this policy does not create any right on the part of any applicant to be granted a transfer.

d. Family rent obligations

If a family moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by HANH. In cases where HANH determines that the family's decision to move was reasonable under the circumstances, HANH may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a resident subsequently occupying the unit.

8. Court Orders/Family Break-up

a. Court orders

It is HANH's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HANH. 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.

b. Family break-up

Other HANH policies regarding family break-up are contained in HANH's VAWA Policy, in HANH's Annual MTW Plan and in HANH's Section 8 Administrative Plan.

9. Relationships with Service Providers

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

(a) Notification

Owner shall provide written notification to applicants and residents, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

Chapter 19
SECTION III
ELIGIBILITY

INTRODUCTION

No changes to this section for the standard PBV program.

For the RAD PBV program:

ECC/HANH may not re-screen existing public housing tenants upon conversion. Current households are not subject to rescreening, income eligibility or income targeting. Current households are grandfathered in for conditions that occurred prior to conversion. They are, however, subject to any ongoing eligibility requirements for actions that occur after conversion.

When determining the eligibility of new admissions, the RAD PBV program follows the same eligibility criteria as the HCV program.

Under RAD, “involuntary permanent relocation” is prohibited and each resident must be able to exercise his or her right to return to the RAD project. ECC/HANH or the Owner is permitted to offer a resident alternative housing options when a resident is considering his or her future housing plans, provided that all times prior to the resident’s decision, ECC/HANH and the Project Owner’s preserve the resident’s ability to exercise his or her right of return to the RAD project.

Alternative housing option package may include a variety of housing options including but not limited to:

- Transfer to public housing
- Admission to other affordable housing properties subject to the program rules applicable to such properties
- Housing Choice Vouchers (HCVs) subject to standard HCV program administration requirements. ECC/HANH must operate their HCV programs, including any HCVs offered as alternative housing options, in accordance with their approved policies as documented in their Section 8 Administrative Plan and HUD regulations at 24 CFR part 982.

For the LIHTC program:

Managing eligibility in a tax credit project is a critical component in maintaining the credits. Unlike in the PBV program, the LIHTC program has no requirements to verify the citizenship status or social security number of any family member. Nor are there any requirements to deny applicants based on certain types of criminal activity. In order to be eligible for a LIHTC unit, the applicant household must:

- Have an income at or below the applicable MTSP income limit
- Be in compliance with the LIHTC student rule
- Meet the owner’s screening criteria (if any)

- Pay a restricted rent

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-1.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC program uses the HUD Handbook 4350.3, REV-1 to define members of the household.

3-1.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR Notice 02/03/12; Notice PIH 2014-20]

No changes to this section.

3-1.C. FAMILY BREAKUPS AND REMAINING MEMBER OF TENANT FAMILY

No changes to this section for PBV.

For the LIHTC program:

Original Household No Longer Occupied Unit (8823 Guide, Chapter 4)

A LIHTC household may continue to add members as long as at least one member of the original low-income household continues to live in the unit. Once all the original tenants have moved out of the unit, the remaining tenants must be certified as a new income-qualified household unless the remaining tenants were independently income qualified at the time they moved into the unit.

3-1.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

No changes to this section.

3-1.E. SPOUSE, COHEAD, AND OTHER ADULT

No changes to this section.

3-1.F. DEPENDENT [24 CFR 5.603]

No changes to this section.

3-1.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Definition of full-time student: IRC §152(f)(2) defines, in part, a “student” as an individual, who during each of five calendar months during the calendar year in which the taxable year of the taxpayer begins, is a full-time student at an educational organization described in IRC §170(b)(1)(A)(ii) or is pursuing a full-time course of

institutional on-farm training under the supervision of an accredited agent of an educational organization described in IR §170(b)(1)(A)(ii) or of a state or political subdivision of a state. Treas. Reg. §1.151-3(b) further provides that the five calendar months need not be consecutive.

The determination of student status as full or part-time should be based on the criteria used by the educational institution the student is attending.

An educational organization, as defined by IRC §170(b)(1)(A)(ii), is one that normally maintains a regular faculty and curriculum, and normally has an enrolled body of pupils or students in attendance at the place where its educational activities are regularly carried on. The term “educational organization” includes elementary schools, junior and senior high schools, colleges, universities, and technical, trade and mechanical schools. It does not include on-the-job training courses.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, FR Notice 02/03/12]

No changes to this section.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]

No changes to this section.

3-I.J. GUESTS [24 CFR 5.100]

No changes to this section.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Foster children and foster adults who are living with an applicant or who have been approved by the owner/agent to live with a participant family are considered household members but not family members. The unearned income of foster children and unearned and earned income of adults is counted in family annual income for the LIHTC program. Foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13; HUD Handbook 4350.3 REV-1, CHG-4)

3-I.L. ABSENT FAMILY MEMBERS

No changes to this section for the standard or RAD PBV programs.

This section applies to the LIHTC program with the following exceptions:

- A head, spouse or co-head who is absent because of military duty is considered temporarily absent. A son or daughter on active military duty is considered temporarily absent only if the person leaves dependents or a spouse in the unit.

- Add a definition of Family Members Permanently Confined for Medical Reasons that reads:

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, the family decides whether or not the person continues to be a household member.

3-I.M. LIVE-IN AIDE

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program, the policy is amended to read:

ECC/HANH Policy

A family’s request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to HANH verification-at each annual reexamination.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

No changes to this section for the standard PBV program.

For the RAD PBV program:

Existing residents are not subject to income eligibility requirements. An over-income household at the time of conversion would continue to be treated as an assisted unit under RAD requirements. Once the family moves out of the unit, the unit must then be leased to an income eligible family. All new admissions after conversion must also be income eligible and follow standard PBV requirements.

For the LIHTC program:

The paragraph on income limits is amended to read:

Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

HUD publishes separate income limits for LIHTC projects called the Multifamily Tax Subsidy Income Limits. Multifamily Tax Subsidy Projects (MTSP) Income Limits were developed to meet the requirements established by the Housing and Economic Recovery Act (HERA) of 2008 (Public Law 110-289) that allows 2007 and 2008 projects to

increase over time. The MTSP income limits are used to determine qualification levels as well as set maximum rental rates for projects funded with tax credits.

Definitions of the Income Limits [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

50% MTSP income limit: The initial 50 percent income limit for each Non-Impacted MTSP is the Section 8 VLIL. In subsequent years, the income limit for each MTSP may not decline and will be the highest Section 8 VLIL obtained throughout the project's qualifying period.

60% MTSP income limit: The 60 percent income limit for MTSPs is calculated by multiplying the MTSP VLIL by 1.2 (IRS Revenue Ruling 89-24)

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201]

For units with LIHTCs blended with either standard PBV or RAD PBV new admissions after conversion:

Income eligibility is determined by comparing the annual income of an applicant family to the applicable income limit for their family size. In order to be income eligible, an applicant family's anticipated income must be under the *lower* of the following income limits:

- The *very low-income* limit (50% Section 8 income limit); and
- The applicable 60% MTSP income limit

For LIHTC units blended with RAD PBV with existing residents at the time of the conversion:

The LIHTC program does not recognize protections for existing residents. In order for a unit to qualify as an LIHTC unit, the family must be under the applicable MTSP income limit.

Using Income Limits for Targeting [24 CFR 982.201]

For all new admissions, when using income limits for income targeting, use the lower of:

- The *extremely low-income* low Section 8 income limit); and
- The applicable 60% MTSP income limit

For the RAD PBV program:

The income targeting requirement does not apply to existing residents at the time of conversion. Subsequent new admissions count towards ECC/HANH's calculation.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

No changes to this section for the standard PBV program or new admissions to the RAD PBV program.

For the RAD PBV program:

Existing residents at the time of conversion are not re-screened for their citizenship status.

This section does not apply to the LIHTC program.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2012-10]

No changes to this section for the standard PBV program or new admissions to the RAD PBV program.

For the RAD PBV program:

Existing residents at the time of conversion do not have their social security numbers re-verified.

This section does not apply to the LIHTC program.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230; HCV GB, p. 5-13]

No changes to this section for the standard PBV program.

This section does not apply to the LIHTC program.

The state of Connecticut's LIHTC compliance manual requires that an authorization of release of information accompany verification requests.

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612, FR Notice 4/10/06]

For units with LIHTCs blended with either standard PBV or RAD PBV, both the HUD student rule and the LIHTC student rule must be satisfied. The following section is amended to read:

HUD student rule for combined LIHTC/PBV Units:

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility for PBV of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities

receiving PBV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive PBV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with ECC/HANH policy, the income of the student's parents will not be considered in determining the student's eligibility.

The new law does not apply to students who reside with parents who are applying to receive PBV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

Definitions

No changes to this section for the standard or RAD PBV programs.

Dependent Child

No changes to this section for the standard or RAD PBV programs.

Independent Student

No changes to this section for the standard or RAD PBV programs.

Institution of Higher Education

No changes to this section for the standard or RAD PBV programs.

Parents

No changes to this section for the standard or RAD PBV programs.

Person with Disabilities

No changes to this section for the standard or RAD PBV programs.

Veteran

No changes to this section for the standard or RAD PBV programs.

Determining Student Eligibility

No changes to this section for the standard or RAD PBV programs.

Determining Parental Income Eligibility

No changes to this section for the standard or RAD PBV programs.

In addition, the above HUD student rule, all units with LIHTCs combined with standard PBV or RAD PBV must also comply with the LIHTC student rule. The following section is added:

The LIHTC Student Rule

Units comprised of full-time students (as defined by IRC §152(f)(2)) do not qualify as LIHTC units, unless the applicant household meets one or more of the following exceptions:

Exceptions: A unit would not be disqualified for tax credits if it is occupied as specified in Section 42(i)(3)(D):

- (i) By an individual who is:
 - I. A student and receiving assistance under title IV of the Social Security Act; or
 - II. A student who was previously under the care and placement responsibility of the State agency responsible for administering a plan under part B or Part E of title IV of the Social Security Act (foster care), or
 - III. A student enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws; or
- (ii) Entirely by full-time students if such students are:
 - I. Single parents and their children and such parents are not dependents (as defined in section 152) and the children are not dependents of another individual other than the parents, or
 - II. Married and file a joint return.

PART III: DENIAL OF ASSISTANCE

3-III.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither the IRS nor the Connecticut Housing Finance Agency require that applicants be denied based on certain types of drug abuse or criminal activity. The owner/agent may develop fair, reasonable screening criteria in the LIHTC program. The owner/agent's authority in this area is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. Since units are combined LIHTC/PBV units, the more stringent PBV requirements should be followed.

Addition:

LIHTC and RAD/PBV Owners will deny admission based on ECC/HANH Denial of Assistance and may establish additional screening criteria for admissions to the property

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

Criminal Activity [24 CFR 982.553]

No changes to this section

Addition:

The Owner will follow the Intent to Deny procedure as established by ECC/HANH, thereby giving the applicant household an opportunity to review and explain the criminal background, before any further action is taken.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]

No changes to this section

3-III.D. SCREENING

Screening for Eligibility

No changes to this section.

Screening for Suitability as a Tenant [24 CFR 982.307]

No changes to this section

3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE

Evidence [24 CFR 982.553(c)]

No changes to this section.

Consideration of Circumstances [24 CFR 982.552(c)(2)]

No changes to this section.

Removal of a Family Member's Name from the Application

No changes to this section.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

No changes to this section.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

There is no requirement for a written denial notice nor for an informal review. However, since units are combined PBV/LIHTC, the more stringent PBV requirements should be followed.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

No changes to this section.

Chapter 19

SECTION IV

APPLICATIONS, WAITING LIST, TENANT SELECTION AND TRANSFER POLICY

INTRODUCTION

No changes to this section for the standard PBV program.

For the RAD PBV program:

RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. As part of the conversion process, ECC/HANH must consider the best way to transition families who are already on the existing public housing waiting list to the new RAD/PBV waiting list. Considerations vary depending on whether the current public housing waiting list is system-wide or site-based and on what type of waiting list ECC/HANH will adopt once units are converted. While special consideration must be given when initially establishing the RAD PBV waiting list, once the waiting list is established, requirements are the same in RAD PBV as in the regular PBV program.

For the LIHTC program:

Neither the state of Connecticut nor the IRS Code requires owner/agents to maintain a written waiting list or adopt a written tenant selection plan. An Application for Housing is included in the state of Connecticut's LIHTC compliance manual and must be used as part of the application process.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]

ECC-HANH currently has one TBV wait list for use by all PBV and PBV RAD developments. Once the TBV list is exhausted each development will maintain a site-based waiting list. Applications for assistance will be processed by the Management Agent/Owner responsible for each development.

At the time of the approval of the financial plan, applicants on the TBV waitlist shall be contacted to determine if they are interested in being placed on the PBV RAD waitlist. Applicants will be given 14 days from the date of the letter to respond. The order that

applicants will be placed on the new waitlist will be based of the application date on their HCV Tenant Based application.

The Application for Housing included in the Tax Credit compliance manual for the state of Connecticut must be used for all LIHTC/PBV units. The information furnished on the fully completed application must be reviewed along with supplementary historical documents submitted with the application.

ECC/HANH Policy

When opening the waiting list, ECC/HANH or the 3rd Party entity will publicly announce the accepting of applications (see Section 4-II-C).

Families may apply for the wait list through the ECC/HANH Applicant portal at <https://ecc.myhousing.com> or the 3rd Party website. If the applicant needs a reasonable accommodation to complete the pre-application, the applicant may contact the 203-498-8800 x1507. Application forms can also be obtained at the ECC/HANH website at www.elmcitycommunities.org or United Way's 211 Info line at <http://www.cthcvp.org>.

A family may request to pick up an application form at the agency offices or to have the application mailed to them as a reasonable accommodation.

All applications received via mail will be date and time stamped. Mailed applications will be added to the waitlist based on the date and time that they are stamped as received.

Only one application will be accepted per family; duplicate applications will be discarded.

Applications received after the published deadline date will be rejected.

Completed applications must be submitted via the Wait List portal. Applications must be complete in order to be accepted by the ECC/HANH for processing.

The Applicant Portal does not allow incomplete applications to be submitted through the portal. If a pre-application submitted in any way other than the portal is incomplete, the ECC/HANH will not accept the application but will instead notify the applicant by mail or email, if applicable, that the application is incomplete and has been denied

An applicant whose application has been denied for not meeting the published application criteria will be provided with the opportunity to appeal ECC/HANH's decision that the application did not meeting the published application criteria within 10 business days of the notice of application denial.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

No changes to this section.

4-I D. PLACEMENT ON THE WAITING LIST

No changes to this section

PART II: MANAGING THE WAITING LIST

4-II. A. OVERVIEW

No changes to this section.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

ECC-HANH currently has one TBV wait list for use by all PBV and PBV RAD developments. Once the TBV list is exhausted each development will maintain a site-based waiting list. Applications for assistance will be processed by the Management Agent responsible for each development.

At the time of the approval of the financial plan, applicants on the TBV waitlist shall be contacted to determine if they are interested in being placed on the PBV RAD waitlist. Applicants will be given 14 days from the date of the letter to respond. The order that applicants will be placed on the new waitlist will be based of the application date on their HCV Tenant Based application.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

No changes to this section.

Reopening the Waiting List

No changes to this section.

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

No changes to this section.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

No changes to this section.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

No changes to this section.

Purging the Waiting List

No changes to this section.

Removal from the Waiting List

No changes to this section.

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

4-III.B. SELECTION AND HCV FUNDING SOURCES

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

4-III.C.

Applicants who will occupy units with PBV or PBV/RAD assistance must be selected according to the corresponding Admission and Continued Occupancy Plan (ACOP) and/or Housing Choice Voucher Administrative Plan (Admin Plan) for each development. Once those Waiting Lists have been exhausted, the development will establish a site based PBV or PBV/RAD Waiting List. Separate waiting lists will be maintained for LIPH units and PBV units according to the development Tenant Selection Plan.

Local Preferences [24 CFR 982.207; HCV p. 4-16]

ECC/HANH is permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits ECC/HANH to establish other local preferences, at its discretion. Any local preferences established must be consistent with the ECC/HANH Moving to Work Annual Plan and the City of New Haven's Consolidated Plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

The ECC/HANH offers preferences to the below families in the stated order. These preferences apply to the non-Rental Assistance Development (RAD)LIHTC/PBV and LIPH units only.

For the RAD units, please refer to the applicable Resident Selection Plans.

- 1.) Displaced by Government Action
 - a. Displacement of residents living in ECC/HANH developments as the result of ECC/HANH planned development/demolition/disposition activity, including from buildings condemned for health and safety reasons, and including from ECC/HANH public housing units undergoing demolition/disposition, if such action is under a Uniform Relocation Act (URA)
 - b. Displacement of residents living in ECC/HANH developments as the result of a local natural disaster and/or condemnation of a property or dwelling for health and safety reasons;
 - c. Displacement as defined by US Department of Housing and Urban Development as the result of a natural disaster or event defined Emergency event resulting in the displacement of persons needing housing assistance.

- 2.) Reasonable Accommodation for disability issues under the Fair Housing Act for residents currently residing in an ECC/HANH public housing, PBV or RAD/PBV unit who require a transfer as a reasonable accommodation where a vacant unit would meet a resident's disability-related need(s).
- 3.) Violence Against Women Act (VAWA) for applicants who are victims of domestic violence, dating violence, sexual assault or stalking including LIPH resident and applicant families claiming protections under the Violence Against Women Act (VAWA), See the VAWA preference policy for more information.
- 4.) In a documented Witness Protection Program;
- 5.) Currently residing in an ECC/HANH public housing unit, who are in a situation involving crime and safety, where transfer of a current Low-Income Public Housing family to another public housing development does not meet the needs of ECC/HANH public housing residents due to other situations involving crime and safety; and

Note:

For families with a Reasonable Accommodation preference in the LIHTC/PBV and RAD/PBV units:

- 1) For LIHTC/PBV or RAD/PBV units with accessible features,
 - a. selection will be given to existing residents (per the Tenant Selection Plan) who have been approved for a reasonable accommodation transfer and who need the accessibility features of the available accessible unit.
 - b. selection will be given to residents from LIPH, PBV and RAD/PBV units who have been placed on the ECC/HANH Reasonable Accommodation Transfer List because they require an accessible unit.
 - c. selection will be given to applicant families from the ECC/HANH agency wide Accessible Waiting List
- 2) For families with a Reasonable Accommodation preference for a non-accessible unit
 - a. selection will be given to existing residents (per the Tenant Selection Plan) who have been approved for a reasonable accommodation transfer and whose disability-related needs would be met by a transfer to that particular vacant unit.
 - b. selection will be given to residents from LIPH, PBV and RAD/PBV units who have been placed on the ECC/HANH Reasonable Accommodation Transfer List and whose disability-related needs would be met by a transfer to that particular unit.
 - c. selection will be given to applicant families from the ECC/HANH agency wide Accessible Waiting List
- 3) A family may request a transfer as a reasonable accommodation for a disability. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer for a person with a mobility impairment, a unit with a bed and bath on the first floor or a transfer to a unit with accessible features.

- 4) Once a family’s reasonable accommodation has been approved, the family will be placed on the Reasonable Accommodation Transfer List based on the date of such reasonable accommodation request and bedroom size. Approved families will be offered an available unit that meets their disability related needs in a Low-Income Public Housing (LIPH), Project Based Voucher (PBV) or RAD/PBV development/portfolio accordingly.
- 5) Once it has been determined that ECC/HANH cannot accommodate the family in the LIPH, PBV or RAD/PBV portfolio, the family will be added to the HCV/TBV Reasonable Accommodation List for an opportunity for a Tenant Based Voucher (TBV). The family will be given the option for a TBV or may choose to remain on the Reasonable Accommodation Transfer list until a unit that meets their needs becomes available. *(See Local Preference no. 2 listed above)*
- 6) The Property Manager for each development within the ECC/HANH portfolio will notify the Reasonable Accommodation Manager of all tenants approved for a reasonable accommodation transfer and such persons will placed on the Reasonable Accommodation Transfer List based on date of approval and bedroom size so they may be accommodated accordingly and timely.

All other selections (not related to reasonable accommodations) occur as follows. Each site shall maintain a site-based waiting list. Prior existing lists shall be exhausted in the following order with subsequent selections being made from site-based waiting lists.

Development	Waiting List Selection
Eastview Terrace I - RAD	<ol style="list-style-type: none"> 1) Eastview Terrace Right to Return Residents 2) Eastview Terrace I Public Housing Waiting List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Eastview Terrace RAD Site Based Waiting List
Eastview Terrace - PBV	<ol style="list-style-type: none"> 1) HCV Waiting List 2) Eastview Terrace PBV Site Based Waiting List
Fair Haven - RAD (Eastview and Chatham)	<ol style="list-style-type: none"> 1) Farnam Right to Return Residents 2) Farnam Public Housing Waiting List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Fair Haven RAD Site Based Waiting List
Wilmont Crossing - RAD	<ol style="list-style-type: none"> 1) West Rock Right to Return Residents 2) Wilmont Crossing Public Housing Waiting List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval

	4) Wilmont Crossing RAD Site Based Waiting List
Wilmont Crossing - PBV	1) HCV Waiting List 2) Wilmont Crossing PBV Site Based Waiting List
Wilmont Crossings - Elderly Only Units	1) Wilmont Crossing Elderly Only Site Based Waiting List
Mill River Crossings - RAD	1) Farnam Right to Return Residents 2) Farnam Public Housing Waiting List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Mill River RAD Site Based Waiting List
Ribicoff/ Twin Brook – RAD	1) Ribicoff Returning Residents 2) Public Housing Ribicoff Site Based Waiting Lists 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4)Twin Brook RAD Site Based Waiting List
Brookside I & II PBV	1) Returning West Rock Residents 2) HCV Waiting List 3) Brookside PBV Site Based Waiting List
Rockview I - PBV	1) Returning West Rock Residents 2) HCV Waiting List 3) Rockview PBV Site Based Waiting List
Rockview II - RAD	1) Returning West Rock Residents 2) Westville Manor Site Based Waiting List 3) HCV Waiting List 4) Rockview RAD Site Based Waiting List
Quinnipiac Terrace I, II, III - PBV	1) Quinnipiac Terrace Right to Return Residents 2) HCV Waiting List 3) Quinnipiac PBV Site Based Waiting List
Trinity Rowe - PBV	1) Trinity Rowe Right to Return Residents 2) Trinity Rowe LIPH Wait List 3) HCV Waiting List 4) Trinity Rowe PBV Site Based Waiting List

Monterey Place-RAD	<ol style="list-style-type: none"> 1) Current Monterey LIPH Wait List 2) HCV Wait List 3) Monterey RAD Site Based Wait List
Farnam - RAD	<ol style="list-style-type: none"> 1) Farnam Right to Return Residents 2) Farnam LIPH Waiting List 3) Farnam RAD Site Based Waiting List
RAD Group I – Constance Baker Motley (CB Motley)	<ol style="list-style-type: none"> 1) CB Motley Right to Return Residents 2) CB Motley LIPH Site Based Waiting List 3) CB Motley RAD Site Based Waiting List
RAD Group I – Katherine Harvey Terrace	<ol style="list-style-type: none"> 1) Katherine Harvey Terrace Right to Return Residents 2) Katherine Harvey Terrace LIPH Site Based Waiting List 3) Katherine Harvey Terrace RAD Site Based Waiting List
RAD Group I – Newhall Gardens	<ol style="list-style-type: none"> 1) Newhall Gardens Right to Return Residents 2) Newhall Gardens LIPH Site Based Waiting List 3) Newhall Gardens RAD Site Based Waiting List
RAD Group I – Prescott Bush	<ol style="list-style-type: none"> 1) Prescott Bush Right to Return Residents 2) Prescott Bush LIPH Site Based Waiting List 3) Prescott Bush RAD Site Based Waiting List
RAD Group II -Stanley Justice Landing	<ol style="list-style-type: none"> 1) Stanley Justice Right to Return Residents (if applicable) 2) Scattered Site Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Scattered Site RAD Site Based Waiting List
RAD Group II - Fulton Park	<ol style="list-style-type: none"> 1) Fulton Park Right to Return Residents (if applicable) 2) LIPH Scattered Site Wait List 3) HCV Waiting List 4) Scattered Site RAD Site Based Waiting List
RAD Group II – Waverly Townhouses	<ol style="list-style-type: none"> 1) Waverly Townhouses Right to Return Residents (if applicable) 2) LIPH Scattered Site Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval

	4) Waverly Townhouses RAD Site Based Waiting List
RAD Group II - 76 Glen Haven - RAD	1) 76 Glen Haven Right to Return Residents (if applicable) 2) LIPH Scattered Site Wait List 3) HCV Waiting List 4) Scattered Site RAD Site Based Waiting List
RAD Group III - McQueeney Towers - RAD	1) McQueeney Towers Right to Return Residents (if applicable) 2) McQueeney Towers LIPH Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) McQueeney Towers RAD Site Based Waiting List
RAD Group III - Winslow Celentano - RAD	1) Winslow Celentano Right to Return Residents (if applicable) 2) Winslow Celentano LIPH Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Winslow Celentano RAD Site Based Waiting List
Robert T Wolfe - RAD	1) Robert T. Wolfe Right to Return Residents (if applicable) 2) Robert T. Wolfe LIPH Wait List 3) HCV Waiting List 4) Robert T Wolfe Site Based Waiting List
RAD Group IV - Matthew Ruoppolo Manor - RAD	1) Matthew Ruoppolo Manor Right to Return Residents (if applicable) 2) Matthew Ruoppolo Manor LIPH Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Matthew Ruoppolo Manor Site Based Waiting List
RAD Group IV - Fairmont Heights - RAD	1) Fairmont Heights Right to Return Residents (if applicable) 2) Fairmont Heights LIPH Wait List 3) Applicants on the HCV Waiting List as of the date of the financial plan approval 4) Fairmont Heights RAD Site Based Waiting List

Elderly Designated Unit Mix Prior to Conversion to Project-based Rental Assistance

Number of Bedrooms	0	1	2	3	4	5	6	Total
Prescott Bush	20	25	5	0	0	0	0	50
Katherine Harvey Terrace	0	12	0	0	0	0	0	12
New Hall Gardens	0	23	0	0	0	0	0	23
C.B. Motley	8	34	0	0	0	0	0	42
Wilmot Crossing	0	25	1	0	0	0	0	26
Total	28	119	6	0	0	0	0	153

The Owner may not establish a limit on the number of Elderly families or Disabled families who may be accepted for occupancy in a development that was Mixed Population development prior to conversion. In selecting Elderly families and Disabled families to occupy units in mixed population developments, the owner must first offer units that have special accessibility features for persons with disabilities to families who include persons with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of this Part 24 CFR).”

Waiting Lists for Converted Units

The Owner shall use the ECC/HANH site-based waiting for each development list used by it prior to conversion for the selection of occupants post-conversion, except for units that have special accessibility features for persons with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of Part 24 CFR).”

First priority: Subject to preference for families residing in the existing developments (right to return families) on the date of the financial plan approval.

Second priority: Interested applicants on the site-based waiting lists for the properties at the time of approval of the date of the financial plan approval, over all other applicants based on their position on the existing site-based waiting lists.

Third priority: At the time of the approval of the financial plan, applicants on the ECC Housing Choice Voucher Wait List shall also be contacted to determine if they are interested in being placed on the Development Waiting List. Applicants on the existing HCV Waitlist will be given third priority over all other applicants based on their position on this list.

Fourth priority: Applicants on the RAD site-based waiting.

Occupants of units with accessibility features shall be selected from (1) a current occupant of another unit of the same project, or comparable projects under common

control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then (2) to an eligible qualified applicant on the Agency wide Accessible Waiting List having a disability requiring the accessibility features of the vacant unit.

With respect to units where preference for occupancy shall be to the elderly or to the elderly and disabled on an equal basis, the Authority shall transfer each site-based waiting list to the owner and the Owner shall manage each list in accordance with the Authority-approved resident selection plan. The Owner shall select occupants from these lists until all applicants on these lists shall have been either offered a unit, withdrawn or removed, or rejected for admission. The Owner shall maintain its site-based waiting list once these requirements have been met.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

No changes to this section with the exception of LIHTC developments.

LIHTC developments are subject to the published LIHTC Income guidelines.

Order of Selection

No changes to this section.

4-III.D. NOTIFICATION OF SELECTION

At the time of the approval of the financial plan, applicants on the ECC Housing Choice Voucher Wait List shall also be contacted to determine if they are interested in being placed on the Development Waiting List.

ECC/HANH Policy

ECC/HANH will notify the family by first class mail, or email if applicable when it is selected from the waiting list. The notice will inform the family of the following:

- Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

- Who is required to attend the interview

- All documents that must be provided at the interview, including information about what constitutes acceptable documentation

If a notification letter is returned with no forwarding address, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any known alternate address.

Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will be scheduled for a second interview. Applicants who cannot be contacted after a second attempt or who fail to show for a second interview shall have their applications withdrawn, subject to reasonable accommodation for people with disabilities.

4-III.E. THE APPLICATION INTERVIEW

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual requires an applicant interview. The applicant interview must include an interview with all adult household members to review the application and historical documents and clarify any discrepancies or missing information. The interview must be documented with the required Interview Checklist included in the State of Connecticut's LIHTC Tax Credit compliance manual for the state of Connecticut. This checklist must be signed and dated by management and all adult applicants.

4-III.F. COMPLETING THE APPLICATION PROCESS

No changes to this section

PART IV. VAWA APPLICANT WAITLIST & TRANSFER WAITLIST PREFERENCE

No changes to this section

Addition:

Resident transfer is allowable from one LIHTC/RAD/PBV development to another subject to applicable LIHTC income guidelines.

This includes the LIPH/ACC units.

4-IV.A RESIDENT TRANSFER POLICY

This section explains the transfer policy, based on HUD regulations, HUD guidance, and ECC/HANH policy decisions.

This section describes HUD regulations and ECC/HANH policies related to transfers in three parts:

Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

Part II: ECC/HANH Required Transfers. This part describes types of transfers that may be required by ECC/HANH, notice requirements, and payment of transfer costs.

Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

ECC/HANH may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation or protection under VAWA.

ECC/HANH must have specific policies in place to deal with acceptable transfer requests.

Preferences for **Resident** Transfers are as follows: (Applies to LIHTC ACC, PBV and **RAD/PBV**).

- 1) Emergency
- 2) Reasonable Accommodation for Accessible Units
- 3) Reasonable Accommodation for other than those needing accessible units or units with accessible features
- 4) Transfers mandated by modernization projects
- 5) VAWA transfers
- 6) Urgent- Non-VAWA Crime and Safety related transfers
- 7) Transfers due to over and under housing by more than two degrees
- 8) Other administrative transfers

Transfers from one LIHTC ACC, PBV or RAD/PBV development to another LIHTC ACC, PBV, RAD/PBV or LIPH development are allowable for all preferences, subject to LIHTC income guidelines and applicable Tenant Selection Plans.

The transfer list is an agency-wide transfer list and not a site-based list. One out of every ten offers will be made to a resident-requested transfer.

Per the development Resident Selection Plan, a resident who resides in a development and requires a different unit size or type will have a priority over other households on the Site based Waitlist for the unit that has become vacant in that Development.

4-IV.B EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, ECC/HANH must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

ECC/HANH Policy

Emergency transfers must be approved by the Owner or designee.

Emergency transfers are mandatory when it is determined that transfers are necessary to resolve problems of a life-threatening nature that are not related to the physical

conditions of a building or unit. Such conditions particular or targeted to the family: Crime, domestic violence, dating violence, sexual assault, stalking, hate crimes, medical or disability issues, or other situations that put a resident's life in danger from something other than the condition of the unit or building.

The Owner is not required to give prior notice of an emergency transfer.

Emergency conditions that occur due to abuse or neglect will be grounds for emergency transfer, however resident will be charged for the damages caused to the apartment.

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

4-IV.C. EMERGENCY TRANSFER PROCEDURES

ECC/HANH Policy

If the transfer is necessary because of maintenance or other life-threatening conditions defined above, and an appropriate unit is not immediately available, Owner will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, Owner will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers are mandatory for the tenant. Refusal of a resident to accept an emergency transfer is grounds for termination of assistance or lease termination and eviction.

In cases where ECC/HANH does not have a unit available for an emergency transfer ECC/HANH can transfer the resident to one of its affiliated entities.

Emergency transfers from one LIHTC/RAD/PBV/LIPH development are allowable for Emergencies that cannot be immediately mediated and are subject to applicable LIHTC income guidelines. Emergency transfers will be placed on a centralized transfer list for LIHTC/RAD/PBV/LIPH residents.

4-IV.D. COSTS OF TRANSFER

ECC/HANH Policy

Owner will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

Owner will move the family at Owner's expense.

All amounts owed under tenancy will follow the family regardless of transfer.

PART V: ECC/HANH REQUIRED TRANSFERS

4-V.A. OVERVIEW

ECC/HANH may require that a resident transfer to another unit under some circumstances. For example, ECC/HANH may require a resident to transfer to make an accessible unit available to a disabled family, or may transfer a resident in order to maintain occupancy standards based on family composition, or may transfer residents in order to demolish or renovate the unit.

A transfer that is required by ECC/HANH is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

4-V.B. TYPES OF ECC/HANH REQUIRED TRANSFERS

The types of transfers that may be required by the Owner, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by the Owner are mandatory for the tenant.

Transfers to Make an Accessible Unit Available

When a family is given an accessible unit, but does not require the accessible features, ECC/HANH may require the family to agree to move to a non-accessible unit when it becomes available.

ECC/HANH Policy

When a non-accessible unit becomes available, Owner will transfer a family living in an accessible unit that does not require the accessible features to an available unit that is not accessible. Owner may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the unit. The Property Manager will give the family a 30-day notice to move, with the right to request a grievance hearing and a reasonable accommodation to remain in the unit if applicable.

Occupancy Standards Transfers

ECC/HANH may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or overhoused according to ECC/HANH policy. On some occasions, ECC/HANH may initially place a resident in an inappropriately sized unit at lease-up, where the family is overhoused, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition

ECC/HANH Policy

Owner will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (overhoused) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows: *Overcrowded*: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the sleeping room. For example, 5 persons could occupy a two-bedroom unit if the family wishes.

Over-housed: the family no longer qualifies for the bedroom size in which they are living based on ECC/HANH's occupancy standards as described in Section 5-I.B.

Owner may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on Owner's occupancy standards, when Owner determines there is a need for the transfer.

Owner may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by Owner that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) will only be required to transfer if it is necessary to comply with the approved exception.

Scattered site in-house transfers supersede scattered site wait list applicants.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

ECC/HANH Policy

Owner will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. ECC/HANH's relocation plan may or may not require transferring affected families to other available public housing units. These transfers may be subject to Uniformed Relocation Act (URA) Guidelines.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

4V.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

An ECC/HANH required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, ECC/HANH may not act on the transfer until the conclusion of the grievance process.

PART VI: TRANSFERS REQUESTED BY TENANTS

4-VI.A. OVERVIEW

HUD provides ECC/HANH with discretion to consider transfer requests from tenants. The only requests that ECC/HANH is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of ECC/HANH. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by ECC/HANH.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

4-VI.B. TYPES OF RESIDENT REQUESTED TRANSFERS

ECC/HANH Policy

The types of requests for transfers that the Owner will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the Owner's occupancy standards, and transfers to a location closer to employment.

4-VI.C. HIGH PRIORITY RESIDENT REQUESTED TRANSFERS

ECC/HANH Policy

The Owner will consider the following as high priority transfer requests with an applicable preference:

- **Reasonable Accommodation –**
When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features
- **VAWA –**
To qualify for the VAWA preference, the incident must have taken place no more than 90 calendar days prior to date of the Owner's receipt of transfer request and verified with the Reasonable Accommodation Manager through the VAWA process.
- **Urgent –**
When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the Owner's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may also be established through documentation or by any proof accepted by the Owner.

In the event of an urgent transfer, involving violence or criminal activity against a family, the family will be placed on the transfer list with Crime and Safety preference and moved to an appropriately sized unit accordingly.

Such circumstances will include:

- Targeted violence- a family member is the actual or potential victim of a criminal attack, retaliation for testimony or hate crime and the threat of violence is verified by a law enforcement professional and/or agency.
- Inadvertent violence- to protect a family member from criminal activity that is occurring at the property of the community in which they are not the targeted victim but request to be transferred for their safety and the threat of violence is verified by a law enforcement professional or agency.

4-VI.D. REGULAR PRIORITY RESIDENT-REQUESTED TRANSFERS

ECC/HANH Policy

Existing elderly families shall be given preference to elderly-designated properties.

Other than the above, the regular priority resident requested transfer list is maintained in a first-come, first-served basis.

Transfers requested by the tenant are considered optional for the tenant.

4-VI.E. ELIGIBILITY FOR TRANSFER

ECC/HANH Policy

Except for emergency transfers or for purposes of reasonable accommodation, Owner will only consider transfer requests from residents that meet the following requirements:

Have not engaged in criminal activity that threatens the health and safety or residents and staff

Owe no back rent or other charges, or have a pattern of late payment

Have no housekeeping lease violations or history of damaging property

Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the Owner's advantage to make the transfer. Exceptions may also be made when ECC/HANH determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking and who provides documentation of abuse.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a

larger size unit for a period of one year from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

4-VI.F. SECURITY DEPOSITS

ECC/HANH Policy

When a family transfers from one unit to another, Owner will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the “old” unit.

4-VI.G. TRANSFER

ECC/HANH must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident’s disability [Notice PIH 2010-26].

ECC/HANH Policy

The resident will bear all of the costs of transfer s/he requests. However, Owner will bear the transfer costs when the transfer is done as a reasonable accommodation.

4-VI.H. HANDLING OF REQUESTS

ECC/HANH Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, the Owner will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the Owner will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The Owner will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, or stalking or taking no action when sufficient information to make a determination is not provided.

If the family does not meet the “good record” requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.

The Owner will respond within 10 business days of the submission of the family’s request. If Owner denies the request for transfer, the family will be informed of its grievance rights.

4-VI.I. COST OF TRANSFER

ECC/HANH must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident’s disability [Notice PIH 2010-26].

ECC/HANH Policy

The resident will bear all of the costs of transfer s/he requests. However, the Owner will bear the transfer costs when the transfer is done as a reasonable accommodation.

4-VI.J. HANDLING OF REQUESTS

ECC/HANH Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, the Owner will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the Owner will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The Owner will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, or stalking.

If the family does not meet the “good record” requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.

The Owner will acknowledge the receipt of the transfer request within 10 business days. If ECC/HANH denies the request for transfer, the family will be informed of its grievance rights. Reasonable Accommodation requests will be verified by a 3rd party professional and ECC/HANH will respond within 10 business days of the approval of the reasonable accommodation request.

4-VI.J REFUSAL FOR GOOD CAUSE

ECC/HANH Policy

Examples of good cause for refusal of a unit offer include, but are not limited to:

- The family demonstrates to ECC/HANH’s satisfaction that accepting the unit offer will require an adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- The family demonstrates to ECC/HANH’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal family member.

- The unit is inappropriate for the applicant's disabilities or approved reasonable accommodation, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- The unit has lead-based paint and the family includes children under the age of six.
- Other compelling reasons as approved by ECC/HANH.

ECC/HANH will require documentation of good cause for unit refusals.

Chapter 19

SECTION V

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

For the standard and RAD PBV programs:

Like in the HCV program, families who are to receive assistance in a PBV unit must be briefed by ECC/HANH; however, the required briefing topics and materials differ for PBV assistance.

Regulations pertaining to voucher issuance do not apply to the PBV program since families are not issued vouchers for project-based assistance.

This chapter does not apply to the LIHTC program.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

For the standard and RAD PBV programs, this section is amended to read:

HUD regulations require ECC/HANH to conduct mandatory briefings for applicant families who qualify for assistance in a PBV unit. The briefing provides a broad description of owner and family responsibilities and ECC/HANH's procedures. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301] [24 CFR 983.252]

No changes to this section, with the exception that ECC/HANH includes staff for the particular PBV/RAD development.

Notification and Attendance

No changes to this section, with the following exception:

“If the applicant family wishes to add or remove a member(s) at the time of the initial briefing, the family will be referred Development staff”.

Oral Briefing (24 CFR 983.252(a))

For standard and RAD PBV units only the first two bullets apply:

- A description of how the program works; and
- Family and owner responsibilities

Briefing Packet [24 CFR 983.252(b)]

For standard and RAD PBV units, the regulations only require that the following items must be included in the briefing packet:

- How the ECC/HANH determines the total tenant payment for a family;
- Family obligations under the program; and
- Applicable fair housing information

5-I.C. FAMILY OBLIGATIONS

Time Frames for Reporting Changes Required By Family Obligations

No changes to this section.

Family Obligations [24 CFR 982.551]

For the standard and RAD PBV programs, this section is amended to read:

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the PBV Statement of Family Responsibility. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. ECC/HANH must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When an offer of PBV assistance is made, the family must meet those obligations in order to participate in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

For the standard and RAD PBV programs, this section is amended to read:

While ECC/HANH must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions for the regular HCV program, subsidy standards are not used to determine maximum subsidy in PBV units. Rather, subsidy standards in the PBV program are only used to determine the appropriate unit size for the family. This part presents the policies that will be used to determine the family unit size, and the policies that govern making exceptions to those standards.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402] [24 CFR 983.253(b)]

For the standard and RAD PBV programs, this section is amended to read:

This section applies except that family size is not entered on the family's voucher since there is no voucher in PBV. Provisions relating to maximum subsidy based on family size and family's ability to lease a larger or smaller unit than their voucher size do not

apply. The contract unit leased to the family must be appropriate for the size of the family based on ECC/HANH's subsidy standards.

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

No changes to this section.

5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

This section does not apply to the standard or RAD PBV programs.

5-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

This section does not apply to the standard or RAD PBV programs.

Chapter 19

SECTION VI

INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and ECC/HANH'S subsidy. ECC/HANH will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

Addition:

For LIHTC/PBV and RAD/PBV, rent redetermination will be completed annually in compliance with LIHTC guidelines.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

No changes to this section:

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

No changes to this section, with the following exception:

Full-time students 18 years of age or older (not head, spouse, or co-head) All employment income is excluded, except \$480 [24 CFR 5.609(c)(11)].

Temporarily Absent Family Members

No changes to this section

Absent Students

No changes to this section

Absences Due to Placement in Foster Care

No changes to this section

Absent Head, Spouse, or Co-head

No changes to this section

Family Members Permanently Confined for Medical Reasons

No changes to this section

Joint Custody of Dependents

No changes to this section

Caretakers for a Child

No changes to this section

6-I.C. ANTICIPATING ANNUAL INCOME

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC file should instead follow the HUD Handbook 4350.3, REV-1, Chapter 5 as the reference guide to be used for identifying income to be included or excluded when determining annual household income. Additionally, guidance in the Tax Credit Compliance Manual for the state of Connecticut must be considered.

Basis of Annual Income Projection

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

For LIHTC files, the policies in this section of the administrative plan do not apply. The LIHTC program follows HUD Handbook 4350.3 REV-1 as the reference guide to be used for identifying income to be included or excluded when determining annual household income. Additionally, guidance in the Tax Credit Compliance Manual for the state of Connecticut must be considered. Generally, the most conservative calculation of anticipated household income should be made to ensure that there is no doubt that a family is income eligible. If a lesser number is warranted, a detailed explanation written in the LIHTC file is encouraged.

For example: A written third-party employment verification that states an individual works between 15 and 25 hours per week. In the LIHTC program, 25 hours would generally be used to annualize income, which would be the most conservative approach. Further, interim recertifications for changes in household income may not be conducted in the LIHTC program. All income for the entire year must be accounted for at the time of the initial certification or annual recertification.

HUD's Enterprise Income Verification (EIV) system and all associated reports may never be present in the LIHTC file. EIV Income Reports may never be used to verify income in the LIHTC program.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

Wages, including military pay and Related Compensation

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC file should follow HUD Handbook 4350.3 REV-1 as the reference guide to be used for identifying income to be included or excluded when determining annual household income. Additionally, guidance in the Tax Credit Compliance Manual for the state of Connecticut must be considered. Generally, the most conservative calculation of anticipated household income should be made to ensure that there is no doubt that a family is income eligible. If a lesser number is warranted, a detailed explanation written in the LIHTC file is encouraged.

All regular pay, special pay and allowances of a member of the Armed Forces, with the exception of hostile fire pay, are included in income. Military basic housing allowances are generally included as income, however, there is an exception if the building is located in any county, or adjacent county, in which a qualified military installation is located. Qualified bases are listed in IRS Notice 2008-79.

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Temporary Income: Temporary income is generally considered excluded income.

Sporadic or Zero Income: The IRS states that "the best way to determine whether a prospective tenant is income-qualified is to conduct a detailed interview with the tenant. An interview can be used to follow up on information disclosed on the application, surface information that would not otherwise be known, and help the property manager make an informed decision." A tenant does not need to have income every month, but each month should be accounted for with either an anticipated amount of income, or an explanation of why no income is anticipated and how that month's expenses will be covered. A prior year's tax return and/or paycheck stubs should be used to provide support for the anticipated income amount. Households with zero income must complete the Unemployed or Zero Income Statement (TC-100F) found in the state of Connecticut's LIHTC compliance manual for the LIHTC file.

Children's Earnings

No changes to this section.

Income of a Live-in Aide

No changes to this section.

Income Earned under Certain Federal Programs

No changes to this section.

Federal, State and Local Employment Training Programs – may be PARTIALLY or fully excluded. Therefore, report and exclude

No changes to this section.

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program, the following should be added:

Self-Employed Individuals: A tax return must be filed for all self-employed individuals who will reside in a LIHTC unit who operate sole-proprietorship businesses or otherwise report income on Schedule C, regardless of whether the taxpayer is reporting a profit or a loss. If the person is not eligible to get an SSN, which is needed to file a tax return, an individual taxpayer identification number (ITIN) can be obtained using IRS Form W-7.

Include the net income from a business, including self-employment. Net income is gross income less allowable business expenses, interest on loans, and straight-line depreciation. The owner should include any salaries or assets withdrawn from the business, unless the withdrawal is a reimbursement.

If a tenant is using a portion of their LIHTC unit to provide daycare services, the tenant must have applied for (and not have been rejected), be granted (and still have in effect), or be exempt from having a license, certification, registration, or approval as a daycare facility or home under state law. See IRS Form 8829, Expense for Business Use of Your Home and Publication 587, Business Use of Your Home for more information.

Business Expenses

No changes to this section.

Business Expansion

No changes to this section.

Capital Indebtedness

No changes to this section.

Negative Business Income

No changes to this section.

Withdrawal of Cash or Assets from a Business

No changes to this section.

Co-owned Businesses

No changes to this section.

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

No changes to this section.

General Policies

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The owner/agent must verify all known income and assets that affect eligibility. However, if the total assets for a household are \$5,000 or less, the applicants may satisfy the asset requirement by signing a statement attesting to such fact.

Income from Assets

No changes to this section.

Valuing Assets

No changes to this section.

Lump-Sum Receipts

No changes to this section.

Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow the HUD Handbook 4350.3 REV-1, Chapter 5 for Calculating Income from Assets for the LIHTC program. The owner/agent will not include income from assets unless the total market value of all assets for the family equals **\$5,000 or more**. The owner/agent will then include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income.

The passbook rate is .06% for the LIHTC program.

Determining Actual Anticipated Income from Assets

No changes to this section.

Withdrawal of Cash or Liquidation of Investments

No changes to this section.

Jointly Owned Assets

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow the HUD Handbook 4350.3 REV-1, Chapter 5 for Calculating Income from Assets for the LIHTC program. If assets are owned by more than one person, prorate the assets according to the percentage of ownership. If no percentage is specified or provided by a state or local law, prorate the assets evenly among all owners.

If an asset is not effectively owned by an individual, do not count it as an asset. An asset is not effectively owned when the asset is held in an individual's name, but (a) the asset and any income it earns accrue to the benefit of someone else who is not a member of the family, and (b) that other person is responsible for income taxes incurred on income generated by the assets.

Determining which individuals have ownership of an asset requires collecting as much information as is available and making the best judgment possible based on that information.

Assets Disposed for Less than Fair Market Value [24 CFR 5.603(b)]

No changes to this section.

Minimum Threshold

No changes to this section.

Separation or Divorce

No changes to this section.

Foreclosure or Bankruptcy

No changes to this section.

Family Declaration

No changes to this section.

Types of Assets

Checking and Savings Accounts

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow the HUD Handbook 4350.3 REV-1, Chapter 5 for Types of Assets for the LIHTC file. For families with a total market value of assets of less than \$5,000, an *Under \$5,000 Asset Form* found in the state of Connecticut's LIHTC compliance manual may be used.

For the LIHTC file, in determining the value of a checking account, the owner/agent will use average 6-month balance.

In determining the value of a savings account, the owner/agent will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the owner/agent will multiply the value of the account by the current rate of interest paid on the account.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

No changes to this section.

Equity in Real Property or Other Capital Investments

No changes to this section.

Trusts

No changes to this section.

Retirement Accounts

Company Retirement/Pension Accounts

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow the HUD Handbook 4350.3 REV-1, Chapter 5 for Types of Assets for the LIHTC file. Unlike in the PBV program, the owner/agent does not consider whether or not the periodic payment from the asset is a reimbursement of the family's investment. Periodic payments from retirement/pensions accounts are counted as income once the family member retires.

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, ECC/HANH must know whether the money is accessible before retirement

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate. The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

No changes to this section.

Personal Property

No changes to this section.

Life Insurance

No changes to this section.

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

No changes to this section.

Lump-Sum Payments for the Delayed Start of a Periodic Payment

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

While the regulation applies, since rents in the LIHTC program are not income-based, ECC/HANH policy on adjusting tenant rent does not apply to the LIHTC file.

Treatment of Overpayment Deductions from Social Security Benefits

No changes to this section.

Periodic Payments Excluded from Annual Income

No changes to this section for the standard or RAD PBV programs.

The LIHTC file should follow this section as written with the exception of payment received for the care of foster children or foster adults. In the LIHTC program only, include the unearned income of foster children and all income of foster adults. Exclude the earned income of foster children.

6-I.I. PAYMENTS IN LIEU OF EARNINGS

No changes to this section.

6-I.J. WELFARE ASSISTANCE

Overview

No changes to this section.

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The full amount of welfare benefits received by the family are included as income. This section does not apply. Imputed welfare income is not considered in the LIHTC program.

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Alimony and Child Support

No changes to this section.

Regular Contributions or Gifts

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow the HUD Handbook 4350.3 REV-1, Chapter 5. The policy is amended to read:

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as clothing provided to a family on a regular basis. Groceries provided directly by persons not living in the unit are excluded from annual income.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by ECC/HANH. For contributions that may vary from month to month (e.g., utility payments), ECC/HANH will include an average amount based upon past history.

6-I.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9) and FR 5/20/14]

Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9) and FR 4/10/06]

No changes to this section.

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

No changes to this section.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

No changes to this section for the standard or RAD PBV programs.

Everything in this section applies to the LIHTC program with the exception of adoption assistance payments. The LIHTC program follows the regulation, not ECC/HANH policy for the PBV program. For the LIHTC file, the owner/agent should exclude amounts that exceed \$480 from adoption assistance payments.

An additional exclusion for the LIHTC program should also be added:

- Federal Government/Uniformed Services pension funds paid directly to an applicant/tenant's former spouse pursuant to the terms of a court decree of divorce, annulment, or legal separation are excluded. See HUD Handbook 4350.3 REV-1, Chapter 5 for additional information.

PART II: MONTHLY INCOME TIERED RENT AND TOTAL TENANT PAYMENT

6-II.A. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

No changes to this section for the standard or RAD PBV programs.

This part does not apply to the LIHTC program.

Anticipating Expenses

No changes to this section

Families That Qualify for Both Medical and Disability Assistance Expenses

No changes to this section

6-II.B. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

No changes to this section for the standard or RAD PBV programs.

This part does not apply to the LIHTC program.

Earned Income Limit on the Disability Assistance Expense Deduction

No changes to this section

Eligible Disability Expenses

No changes to this section

Eligible Auxiliary Apparatus

No changes to this section

Eligible Attendant Care

No changes to this section

Payments to Family Members

No changes to this section

Necessary and Reasonable Expenses

No changes to this section

Families That Qualify for Both Medical and Disability Assistance Expenses

No changes to this section

6-II.C. CHILD CARE EXPENSE DEDUCTION

No changes to this section

Clarifying the Meaning of *Child* for This Deduction

No changes to this section

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

No changes to this section

Seeking Work

No changes to this section

Furthering Education

No changes to this section

Being Gainfully Employed

No changes to this section

Earned Income Limit on Child Care Expense Deduction

No changes to this section

Eligible Child Care Expenses

No changes to this section

PART III: CALCULATING FAMILY SHARE AND ECC/HANH SUBSIDY

Only specified parts of Part III apply to the standard and RAD PBV programs as indicated below.

This part does not apply to the LIHTC program.

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

Family Share [24 CFR 982.305(a)(5)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC programs.

ECC/HANH Subsidy [24 CFR 982.505(b)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC programs.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-IX.C. Tenant Rent to Owner** for standard and RAD PBV requirements.

Utility Reimbursement [24 CFR 982.514(b)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC programs.

Please see Chapter 17 of HANH’s Administrative Plan at **Section 17-IX.C. Tenant Rent to Owner** for standard and RAD PBV requirements regarding utility reimbursement payments.

6-III.B. APPLYING PAYMENT STANDARDS [24 CFR 982.505]

This section does not apply to either the standard or RAD PBV programs or the LIHTC programs.

6-III.C. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

This section does not apply to either the standard or RAD PBV programs or the LIHTC programs.

Please see Chapter 17 of HANH’s Administrative Plan at **Section 17-VIII.B. Rent Limits, Use of FMRs, Exception Payment Standards, and Utility Allowances** for standard and RAD PBV requirements.

Reasonable Accommodation

No changes to this section.

Utility Allowance Revisions

No changes to this section.

6-III.D. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

No changes to this section for the standard or RAD PBV programs.

6-III.E. PHASE IN OF INCREASE IN TOTAL TENANT PAYMENT FOR RAD PROJECTS

Year 1: Any recertification (interim or annual) performed prior to the second -annual recertification after conversion – 20 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 2: Year 2 annual recertification and any interim recertification prior to year 3 annual recertification – 25 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 3: Year 3 annual recertification and any interim recertification prior to year 4 annual recertification – 33 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 4: Year 4 annual recertification and any interim recertification prior to year 5 annual recertification – 50percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 5: Year 5 annual recertification and all subsequent recertifications – Full Calculated PBV TTP.

This section does not apply to the LIHTC program.

Chapter 19

SECTION VII

VERIFICATION

24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH 2010-19, HUD Handbook 4350.3 REV-1, 8823 Guide, State of Connecticut's LIHTC compliance manual]

INTRODUCTION

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program, this section is amended to read:

The owner/agent must verify all information that is used to establish the family's eligibility and is required to obtain written authorization from the family in order to collect the information. Applicants and residents must cooperate with the verification process. In blended LIHTC/PBV units, the owner/agent must not pass on the cost of verification to the family.

The owner/agent will follow the verification guidance provided by HUD Handbook 4350.3, REV-1, Chapter 5; The Guide for Completing Form 8823; and the State of Connecticut's LIHTC compliance manual.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV does not apply to the LIHTC program.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of ECC/HANH.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

Consent Forms

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

The state of Connecticut's LIHTC Compliance Manual requires that an authorization of release of information accompany verification requests.

Penalties for Failing to Consent [24 CFR 5.232]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

There is no penalty in the LIHTC program for failure to complete a consent form. There is no required informal review or hearing in the LIHTC program either.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2010-19]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

The LIHTC program does not follow HUD's Verification Hierarchy. HUD's Enterprise Income Verification (EIV) System may never be used. EIV reports may never be a part of the LIHTC file.

Requirements for Acceptable Documents

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC Compliance Manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

Verification of Family Income of less than \$5,000

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual and IRS Code require that all income be verified regardless of the amount.

File Documentation

Everything in this section applies to both the standard and RAD PBV programs and LIHTC program, with the exception of verification of deductions since these are not calculated in the LIHTC program.

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

No changes to this section.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

The LIHTC program does not follow HUD's Verification Hierarchy. HUD's Enterprise Income Verification (EIV) System may never be used. EIV reports may never be a part of the LIHTC file.

Upfront Income Verification Using Non-HUD Systems (Optional)

No changes to this section for the standard or RAD PBV programs.

With the exception of HUD's EIV system, using non-HUD UIV systems is acceptable for the LIHTC file.

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

Written Third-Party Verification Form

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC Compliance Manual provides mandatory written third-party verification forms for certain types of income.

The form should be mailed or faxed to the source and never hand-carried. The following forms are required for tenant certification:

- Tenant Application
- Interview Checklist
- Tenant Income Certification
- Unemployed or Zero Income Statement
- Re-certification Update
- Certification Worksheet
- Student Verification
- Lease Addendum (Mixed-Use or 100%)
- Employment Verification
- Under \$5,000 Asset Certification or Asset Income Verification (Third Party)
- Self-Certification (for 100% properties)

All required forms are available in the state of Connecticut's LIHTC Compliance Manual, Chapter 6.

Oral Third-Party Verification [Notice PIH 2010-19]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut LIHTC compliance manual states that ECC/HANH should pursue phone verification to clarify any missing or ambiguous information on the initial application or recertification form.

When Third-Party Verification is Not Required [Notice PIH 2010-19]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Verification of all income and assets is required in the LIHTC program following the state of Connecticut's requirements identified in the LIHTC Compliance Manual. The only exception is that self-certification is acceptable in 100% LIHTC properties when an annual recertification is being conducted.

7-I.E. SELF-CERTIFICATION

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Self-certification is acceptable in 100% LIHTC properties when an annual recertification is being conducted.

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither the IRS Code nor the state of Connecticut requires verification of legal identity. This section does not apply to the LIHTC program.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2012-10]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither the IRS Code nor the state of Connecticut's LIHTC compliance manual requires proof of or verification of social security numbers. This section does not apply to the LIHTC program.

7-II.C. DOCUMENTATION OF AGE

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither the IRS Code nor the state of Connecticut's LIHTC compliance manual requires documentation of age. This section does not apply to the LIHTC program.

7-II.D. FAMILY RELATIONSHIPS

No changes to this section.

Marriage

No changes to this section.

Separation or Divorce

No changes to this section.

Absence of Adult Member

No changes to this section.

Foster Children and Foster Adults

No changes to this section.

Guardianship of Minor Children

No changes to this section.

7-II.E. VERIFICATION OF STUDENT STATUS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Follow guidance located at **3-II.G of Chapter 19**. Student status is verified using the Student Verification in the state of Connecticut's LIHTC Compliance Manual.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

No changes to this section for the standard or RAD PBV programs.

Independent Student

No changes to this section for the standard or RAD PBV programs.

7-II.F. DOCUMENTATION OF DISABILITY

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC program does not consider deductions from gross income. Therefore, verification that a person meets the HUD/Social Security definition of disability is not necessary in the tax credit program. A different definition of disability is used for

reasonable accommodation requests. Verification of SSA disability benefits must follow the state of Connecticut's LIHTC compliance manual.

Family Members Receiving SSA Disability Benefits

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program

Family Members Not Receiving SSA Disability Benefits

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

7-II.H. VERIFICATION OF PREFERENCE STATUS

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

PART III: VERIFYING INCOME AND ASSETS

7-III.A. EARNED INCOME

Tips

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Tips are verified using the Employment Verification form (TC-100D) in the state of Connecticut's LIHTC compliance manual, Chapter 6.

Wages

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone

is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

The owner/agent is required to verify employment income using the Employment Verification form (TC-100D) in the state of Connecticut's LIHTC compliance manual, Chapter 6.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

A tax return must be filed for all self-employed individuals who will reside in a LIHTC unit who operate sole-proprietorship businesses or otherwise report income on Schedule C, regardless of whether the taxpayer is reporting a profit or a loss. If the person is not eligible to get an SSN, which is needed to file a tax return, an individual taxpayer identification number (ITIN) can be obtained using IRS Form W-7.

Include the net income from a business, including self-employment. Net income is gross income less allowable business expenses, interest on loans, and straight-line depreciation. The owner should include any salaries or assets withdrawn from the business, unless the withdrawal is a reimbursement.

If a tenant is using a portion of their LIHTC unit to provide daycare services, the tenant must have applied for (and not have been rejected), be granted (and still have in effect), or be exempt from having a license, certification, registration, or approval as a daycare facility or home under state law. See IRS Form 8829, Expense for Business Use of Your Home and Publication 587, Business Use of Your Home for more information.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

7-III.D. ALIMONY OR CHILD SUPPORT

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

7-III.E. ASSETS AND INCOME FROM ASSETS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The market value, cash value, and anticipated income for all assets, regardless of the amount, must be verified using third party documentation methods.

Assets Disposed of for Less than Fair Market Value

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Assets disposed of for less than fair market value during the two years preceding the date of application or the effective date of the recertification must be disclosed by the applicant/tenant. In accordance with the state of Connecticut's LIHTC Compliance Manual, if the cash value of the disposed asset exceeds the gross amount the family received by more than \$1,000, the difference between the cash value of the asset and the amount received must be counted for two years.

7-III.F. NET INCOME FROM RENTAL PROPERTY

No changes to this section.

7-III.G. RETIREMENT ACCOUNTS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that written third party verifications are preferred. Verifications must be sent directly to the source and the source must return them directly to the owner. Verifications are valid for 120 days from date of receipt by the project owner/agent.

Verifications must not be hand-carried by the applicant/tenant to or from the source. If written verification is not possible, direct contact with the source, in person or by phone

is acceptable. This verbal verification must be documented in the tenant file and must obtain all information as requested on the written verification.

7-III.H. INCOME FROM EXCLUDED SOURCES

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither IRS Code nor the state of Connecticut's LIHTC Compliance Manual discusses verification of excluded income.

7-III.I. ZERO ANNUAL INCOME STATUS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Neither IRS Code nor the state of Connecticut's LIHTC compliance manual explicitly prohibits a zero-income applicant/tenant from residing in a LIHTC unit. Extreme caution should be taken, however, when renting to a zero-income household. The state of Connecticut requires a Certification of Zero Income (TC-100F) form be completed by all adult household members with no reported income. The IRS expects reasonable judgment to be used for estimating the income a household will receive during the year. If the applicant/tenant's income cannot be determined using current information, actual income received or earned within the 12-month period before the determination of annual income can be used.

7-III.J. STUDENT FINANCIAL ASSISTANCE

No changes to section.

7-III.K. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS

No changes to section.

PART IV: VERIFYING MANDATORY DEDUCTIONS

No changes to this section for the standard or RAD PBV programs.

This part does not apply to the LIHTC program. Deductions are not verified or considered in the LIHTC program.

Chapter 19

SECTION VIII

HOUSING QUALITY STANDARDS AND RENT REASONABLE DETERMINATIONS [24 CFR 982 Subpart I and 24 CFR 982.507] (State of Connecticut LIHTC compliance manual)

INTRODUCTION

For the standard and RAD PBV programs:

Housing Quality Standards (HQS) apply to the PBV program. Special HQS requirements for shared housing, manufactured home space rental and the homeownership program do not apply because these housing types are not assisted under the PBV program. Further, requirements for when inspections are conducted differ between the project-based and tenant-based programs.

Rent reasonableness also applies to the PBV program, although the requirements for when rent reasonableness is determined differ between the project-based and tenant-based programs.

For the LIHTC program:

Nothing in this chapter applies to the LIHTC program. HQS is not used for inspections and rent reasonableness determinations are not made for tax credit units.

When work is occurring under RAD, HUD requires that all units meet HQS no later than the date of completion of the Work as indicated in the RCC.

The IRS requires that the state allocating agency conduct a physical inspection of LIHTC properties at least once every three years. The state of Connecticut has identified Uniform Physical Condition Standards (UPCS) and State Building Codes as the inspection standard used for the LIHTC program. While the LIHTC programs use UPCS, REAC protocol is not used like in HUD programs that rely on UPCS.

PART I: PHYSICAL STANDARDS

8-I.A. GENERAL HUD REQUIREMENTS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect LIHTC units using HUD's Uniform Physical Condition Standards (UPCS) and State Building Codes.

8-I.B. ADDITIONAL LOCAL REQUIREMENTS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect LIHTC units using HUD's Uniform Physical Condition Standards (UPCS) and State Building Codes.

8-I.C. LIFE-THREATENING (LT) CONDITIONS [24 CFR 982.404(a)]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Exigent health violations and safety and fire hazards require immediate attention from the owner because of their life-threatening potential. Exigent health and safety violations include exposed electrical wires or water leaks on or near electrical equipment; propane/natural gas/methane gas detected; emergency/fire exits that are blocked; unusable fire escapes; gas or oil-fired hot water heaters with missing or misaligned chimneys that pose carbon monoxide hazards. Fire safety hazards include missing or inoperative smoke detectors; fire extinguishers expired or window security bars preventing egress from a building.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

No changes to this section for the standard or RAD PBV programs.

Nothing in this section applies to the LIHTC program.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

No changes to this section for the standard or RAD PBV programs.

While the Lead Hazard Reduction Act of 1992 and certain parts of 24 CFR Part 35 applies to the LIHTC program, requirements listed here for tenant-based assistance programs do not apply to the LIHTC program.

8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.401, 24 CFR 982.403]

This section applies to the RAD and standard PBV program with the following exception: If ECC/HANH determines that a unit is overcrowded because of an increase in family size or a change in family composition.

Reference Chapter 17 of HANH's Administrative Plan at **Section 17-VIIC.MOVES** for how to handle overcrowded, under-occupied, and accessible units (24 CFR 983.260).

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect LIHTC units using HUD's Uniform Physical Condition Standards (UPCS) and State Building Codes.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

Only selected parts of this section apply to the standard and RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VIII.D. INSPECTING UNITS** for the difference definitions of inspections conducted by ECC/HANH.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect LIHTC units using HUD's Uniform Physical Condition Standards (UPCS) and State Building Codes.

Inspection of ECC/HANH-Owned Units [24 CFR 982.352(b)]

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-VIII.D. INSPECTING UNITS** for the requirements for inspecting ECC/HANH-owned units.

Inspection Costs

No changes to this section for standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum may bill the owner/agent for failure to have a site representative capable of keeping up with the Spectrum inspector present during all times of the inspection.

Notice and Scheduling

No changes to this section for standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect 20% of the units and all common areas in all buildings by December 31st of the second year after the last building places in service. Spectrum will notify the owner/agent at least 30 days in advance of the site visit.

Owner and Family Inspection Attendance

No changes to this section for standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum requires an owner/agent representative to accompany the ECC/HANH inspector at all times during the site inspection.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timing of Initial Inspections

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see chapter 17 of ECC/HANH's Administrative Plan at **Section 17-III.D. INSPECTING UNITS** for timing of initial inspections in the standard and RAD PBV programs.

For the RAD PBV program:

The RAD PBV program follows the same inspection requirements as the standard PBV program with the exception that RAD PBV units must meet HQS no later than the date of completion of initial repairs as indicated in the RAD Conversion Commitment (RCC).

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect 20% of the units and all common areas in all buildings by December 31st of the second year after the last building places in service. Spectrum will notify the owner/agent at least 30 days in advance of the site visit.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

Alternative Inspection Provision [Notice PIH 2017-20 (HA)]

ECC/HANH can approve assisted tenancy of a unit prior to the HQS inspection if the property has passed an alternative inspection within the past 24 months.

Under this provision, ECC/HANH approves the assisted lease term, conducts the initial within 15 days of receiving the Request for Tenancy Approval (RFTA) form. (Form HUD-52517)

If the unit has failed HQS deficiencies, the HAP is suspended until the HAP failed deficiencies have been corrected.

ECC/HANH then makes assistance payments retroactively, dating back to the effective date of the assisted lease term, once the unit has been inspected and found to meet HQS standards.

ECC/HANH Policy

A. Eligible Alternative Inspection Methods

The alternative inspection method **must** meet all the following requirements:

- 1) ECC/HANH must be able to obtain the results of the alternative inspection that occurred within the last 24 months.

2) If the alternative inspection method used sampling (a sample of the total number of units at the property), the unit in question must have been included in the universe of units from which the sample was drawn.

For example, if a 100-unit property includes 20 units that are occupied by an HCV-assisted family, then those 20 units must have been included in the universe of units from which the alternative inspection sample was pulled.

However, this does not mean that any or all of the 20 units would necessarily have to be part of the units that were originally inspected, only a part of the universe that the sample was originated from.

3) ECC/HANH may rely upon the following alternative inspections which would have occurred within the last 24 months:

- a. Housing assisted under the HOME Investment Partnerships (HOME) program
- b. Housing financed using Low Income Housing Tax Credits (LIHTCs), CHFA
- c. inspections performed by HUD, without prior HUD approval.

In order to use an alternative inspection method other than that used for HOME, LIHTC, or inspections performed by HUD, that method must be approved by HUD's Real Estate Assessment Center (REAC) and additional amendment must be made to this HCV Administrative Plan.

B. Timing of the Initial HQS Inspection

The alternative inspection provision does not eliminate the requirement for ECC/HANH to conduct the initial HQS inspection.

ECC/HANH must conduct the initial HQS inspection within 15 days of receiving the RFTA (Form HUD-52517).

C. Approval of Assisted Tenancy

ECC/HANH will approve the assisted tenancy and execution of the lease before the initial HQS inspection takes place and will inspect the unit within 15 days of receiving the RFTA.

1) At the time of voucher issuance, as part of the tenant package, ECC/HANH will provide the family with the list of conditions defined as life-threatening in this Administrative Plan.

2) The family will submit the RFTA for the unit.

3) ECC/HANH will determine if the property passed an inspection within the previous 24 months that qualifies as an alternative inspection.

- 4) ECC/HANH will obtain a copy of the alternative inspection report.
- 5) ECC/HANH will notify both the owner and the family that unit is eligible for approval based on alternative inspection.
- 6) ECC/HANH will explain to the family how the alternative inspection provision applies to the unit they have selected. The family may choose to:
 - a. accept the unit,
 - b. decline the unit until it has passed ECC/HANH's inspection, or
 - c. decline the unit and wait for another LIHTC PBV, RAD/PBV unit offer with their voucher.
- 7) ECC/HANH needs to ensure that the owner understands that they will not receive the initial HAP until ECC/HANH has inspected the unit and determined the unit meets HQS, even though the family's assisted tenancy has commenced and that the HAP payment will be paid retroactively to the date of the lease term.
- 8) If the unit has been accepted, ECC/HANH will determine that the rent to owner is reasonable and that the family share does not exceed 40 percent of monthly adjusted income (unless gross rent is equal or less than the payment standard), and that the lease includes the tenancy addendum.
- 9) ECC/HANH will approve occupancy and the family and owner will execute the lease (including HCV tenancy addendum and lead-based paint disclosure information as required).
- 10) ECC/HANN will conduct the initial HQS inspection (within 15 days of receiving the RFTA).

D. Housing Assistance Payment

Under the alternative inspection provision, no housing assistance payments will be made to the owner until the unit passes the initial HQS inspection. If the unit passes the HQS inspection, ECC/HANH will make housing assistance payments retroactively to the effective date of the lease.

Process for HAP Payment the Alternative Inspection Provision Only

- After the initial inspection, ECC/HANH will notify the owner and family in writing of the inspection results.
- If the unit passes HQS, ECC/HANH will begin making HAP payment retroactively to the start of the assisted lease term.
- If the unit fails the HQS inspection
 - ECC/HANH must require that life-threatening deficiencies be corrected within 24 hours and that non-life-threatening deficiencies be corrected within 30 days
 - If the deficiencies are corrected within the timeframes, noted above, and the unit passes the HQS inspection, ECC/HANH will

make the HAP payment retroactive to the start of the assisted lease term

- ECC/HANH must withhold HAP during the period that unit has failed deficiencies and will only make the HAP payment retroactively when the unit has passed the inspection
- If the deficiencies are not corrected during the timeframe, ECC/HANH abate the HAP payment, per ECC/HANH abatement policy
- ECC/HANH must then follow the HAP termination process and issue a voucher to the family to move due to the owner non-compliance with HQS.

E. Notification of Owners and Tenants

ECC/HANH must notify owners and families of the new procedures and timeline for assistance payments

ECC/HANH must advise families of the list of the life-threatening deficiencies so the family can look for the items in the unit and notify ECC/HANH if the deficiencies are found or decline to enter into a lease with the owner. The list should be provided at the family briefing or voucher issuance meeting.

ECC/HANH will notify the family that if the family agrees to move into the unit and the unit does not pass the inspection, the family may be obligated to stay in the unit, in accordance with the lease, until the repairs are completed or ECC/HANH terminates the HAP contract for that unit in accordance with the HQS enforcement policy and that if the HAP contract for the unit is terminated, the family will have to move in order to retain the voucher.

Inspection Results and Reinspections

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see chapter 17 of ECC/HANH's Administrative Plan at **Section 17-III.D. INSPECTING UNITS** for timing of initial inspections in the standard and RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will provide a written Owner's Report after review with CHFA. A 30-day period in which to reply will be given. Late submissions will be considered noncompliance by Spectrum.

The owner/agent's responses to the Owner's Report will be reviewed and, after review with CHFA, a notification to the owner/agent will be sent out informing the owner of their compliance status. If non-compliance is being reported, an unsigned copy of the generated IRS Form 8823 will be included as an attachment.

Utilities

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART III: Dwelling Units** for the standard and RAD PBV programs.

Appliances

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART III: Dwelling Units** for the standard and RAD PBV programs.

8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405(a)]

At least once every 24 months during the term of the HAP contract, ECC/HANH must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

ECC/HANH Policy

Owner will follow its regular tenant-based program inspection requirements as outlined in Chapter 8.

If more than 20 percent of the sample of inspected contract units in a building, fail the initial inspection, ECC/HANH must reinspect 100 percent of the contract units in the building.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART III: Dwelling Units** for the standard and RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect 20% of the units, and all common areas in all buildings at least once every three years.

The owner/agent must certify annually that the buildings and units in an LIHTC project were suitable for occupancy.

8-II.D. SPECIAL INSPECTIONS [HCV GB, p. 10-30]

No changes to section for the standard and RAD PBV programs.

Nothing in this section applies to the LIHTC program.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]

No changes to section for the standard and RAD PBV programs.

Nothing in this section applies to the LIHTC program.

8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

No changes to section for the standard and RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will provide a written Owner's Report, after review with CHFA. A 30-day period in which to reply will be given. Late submissions will be considered noncompliance by Spectrum.

The owner/agent's responses to the Owner's Report will be reviewed and, after review with CHFA, a notification to the owner/agent will be sent out informing the owner of his compliance status. If non-compliance is being reported, an unsigned copy of the generated IRS Form 8823 will be included as an attachment.

Extensions

No changes to section for the standard and RAD PBV programs.

Nothing in this section applies to the LIHTC program.

Reinspections

No changes to section for the standard and RAD PBV programs.

Nothing in this section applies to the LIHTC program.

8-II.G. ENFORCING OWNER COMPLIANCE

No changes to section for the standard and RAD PBV programs.

For the LIHTC program:

If non-compliance is being reported, an unsigned copy of the generated IRS Form 8823 will be included as an attachment

HAP Contract Termination

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART VI: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for HAP contract terminations in the standard and RAD PBV programs.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

No changes to section for the standard and RAD PBV programs.

Nothing in this section applies to the LIHTC program.

PART III: RENT REASONABLENESS [24 CFR 982.507]

This part does not apply to the LIHTC program.

8-III.A. OVERVIEW

This section does not apply to the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART VIII.C: RENT REASONABLENESS** for how rent reasonableness is determined in the standard and RAD PBV programs.

ECC/HANH-Owned Units [24 CFR 982.352(b)]

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART VIII.C: RENT REASONABLENESS** for how rent reasonableness is determined in the standard and RAD PBV programs for ECC/HANH-owned units.

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-Initiated Rent Determinations

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17-PART VIII.B. RENT LIMITS and PART VIII.C: RENT REASONABLENESS** for when rent reasonableness is determined in the standard and RAD PBV programs.

ECC/HANH- and HUD-Initiated Rent Reasonableness Determinations

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17- PART VIII.B. RENT LIMITS and PART VIII.C: RENT REASONABLENESS** for when rent reasonableness is determined in the standard and RAD PBV programs.

LIHTC- and HOME-Assisted Units [24 CFR 982.507(c)]

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17- PART VIII.B. RENT LIMITS** for how to determine rent for LIHTC units in the standard and RAD PBV programs.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17- PART VIII.B. RENT LIMITS and PART VIII.C: RENT REASONABLENESS** for when rent reasonableness is determined in the standard and RAD PBV programs.

Units that Must Not Be Used as Comparables

No changes to the standard or RAD PBV programs.

Rents Charged for Other Units on the Premises

No changes to the standard or RAD PBV programs.

8-III.D. ECC/HANH RENT REASONABLENESS METHODOLOGY

This section does not apply to either the standard or RAD PBV programs.

Please see chapter 17 of HANH's Administrative Plan at **Section 17- PART VIII.B. RENT LIMITS and PART VIII.C: RENT REASONABLENESS** for when rent reasonableness is determined in the standard and RAD PBV program.

Chapter 19

SECTION IX

GENERAL LEASING POLICIES

INTRODUCTION

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

PART I: LEASING POLICIES

9-I.A. TENANT SCREENING

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Tenant Screening in the standard PBV program and for new admissions after conversion to the RAD PBV programs is described in detail in Chapter 17 of HANH's Administrative Plan at **Section 17-VI.G. Tenant Screening (24 CFR 983.255)**.

Owners are in the LIHTC and RAD/PBV sites are responsible for screening prospective tenants for admission based on their Property Management screening guidelines.

For the RAD PBV program:

ECC/HANH may not re-screen existing public housing tenants upon conversion. Current households are not subject to rescreening, income eligibility or income targeting. Current households are grandfathered in for conditions that occurred prior to conversion. They are, however, subject to any ongoing eligibility requirements for actions that occur after conversion.

When determining the eligibility of new admissions, including tenant screening, the PBV program follows the same eligibility criteria as the HCV program.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VI.E. Offer of PBV Assistance** for how PBV assistance is offered.

9-I.C. OWNER PARTICIPATION

No changes to this section.

9-I.D. ELIGIBLE UNITS

Ineligible Units [24 CFR 982.352(a)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17.II.D. Prohibition of Assistance for Certain Units** for Ineligible Housing Types in the standard PBV program.

ECC/HANH-Owned Units [24 CFR 982.352(b)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

HANH does engage in mixed-finance development and is a PBV-owner. HANH must comply with certain conditions identified in PIH Notice 2015-05.

Special Housing Types [24 CFR 982 Subpart M]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Ineligible special housing types for the standard PBV program include:

- Shared housing
- Manufactured housing
- Transitional housing
- For existing housing, a unit that is occupied by a person ineligible to participate in the PBV program
- Any units which construction or rehabilitation has commenced as defined in 24 CFR 983.152 after proposal submission and prior to execution of an AHA

Duplicative Assistance [24 CFR 982.352(c)]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

Unit Size

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VI.E. Offer of PBV Assistance** for how standard and RAD PBV assistance is offered.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VIII Determining Rent to Owner** for standard and RAD PBV rent reasonableness requirements.

Rent Burden [24 CFR 982.508]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

For the RAD PBV program:

While HCV rent burden requirements do not apply to the standard or RAD PBV programs, please see Chapter 17 of HANHs Administrative Plan **Part VIII: Determining Rent to Owner** for special rent phase-in requirements for RAD PBV units.

9-I.E. LEASE AND TENANCY ADDENDUM

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

Lease Form and Tenancy Addendum [24 CFR 982.308]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Part VII: Occupancy, Section 17-VII.B. Lease** for standard and RAD PBV lease requirements.

Lease Information [24 CFR 982.308(d)]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Part VII: Occupancy, Section 17-VII.B. Lease** for standard and RAD PBV lease requirements.

Term of Assisted Tenancy

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Part VII: Occupancy, Section 17-VII.B. Lease** for standard and RAD PBV lease requirements.

Security Deposit [24 CFR 982.313 (a) and (b)]

No changes to this section.

For the RAD PBV program:

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise, the security deposit requirements for standard PBV apply.

Separate Non-Lease Agreements between Owner and Tenant

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC program requires that any mandatory supportive service or amenity charge be counted as part of the gross rent calculation. Such costs may include parking fees, a telephone if required to open the door or project gate as part of a security system, housekeeping, trash removal, meal service, or other required costs. Charges for optional services other than housing do not have to be included in gross rent, but such service must truly be option.

ECC/HANH Review of Lease

No changes to this section.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-V: Housing Assistance Payments Contract (HAP)** for standard and RAD PBV HAP contract requirements.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VII: Occupancy** for standard and RAD PBV changes in the lease.

Chapter 19

SECTION X

MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY (CHFA LIHTC Compliance Manual)

INTRODUCTION

This section does not apply to either the standard or RAD PBV programs or the LIHTC program.

For the standard and RAD PBV programs:

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VII.C.: Moves** for standard and RAD PBV move requirements.

For the LIHTC program:

The LIHTC program requires that when LIHTC households move to another unit within the same building, the LIHTC status of the two units "swap". Thus, if a qualified LIHTC tenant moves to an "empty" unit, the new unit ceases to be "empty" and becomes a qualified unit. The original unit will then be deemed "empty".

Moves can occur between different buildings in the same project, as long as the tenant's income did not exceed 140% of the AMI at the most recent certification. Moves cannot occur between different buildings in different projects without initially re-qualifying the tenant as eligible under the LIHTC program.

Chapter 19

SECTION XI

REEXAMINATIONS

INTRODUCTION

Owners are required to reexamine each family's income and composition and to adjust the family's level of assistance accordingly.

For the RAD PBV program:

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, ECC/HANH does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA (ECC/HANH) will have to submit a HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing 50058, including the next annual reexamination date.

For the LIHTC program:

Annual reexamination requirements under the LIHTC program are added to this chapter as required. The state of Connecticut requires that owners re-certify tenants in tax credit units annually, on or before the anniversary date of the previous certification. Annual recertifications using third-party certifications are required in mixed-use LIHTC properties, while self-certification is acceptable in 100% LIHTC properties.

PART I: BI/TRIENNIAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

11-I.B. SCHEDULING BI/TRIENNIAL REEXAMINATIONS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut does not have a standard requirement for scheduling the annual LIHTC recertification process. The annual recertification must be completed within 12 months from the initial certification date, or 12 months from the most recent certification.

Notification of and Participation in the Bi/Triennial Reexamination Process

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The state of Connecticut does not have a standard notification requirement for the annual LIHTC recertification process. The annual recertification must be completed within 12 months from the initial certification date, or 12 months from the most recent certification

11-I.C. CONDUCTING BI/TRIENNIAL REEXAMINATIONS

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The LIHTC file must have a completed annual reexamination. The state of Connecticut requires that households be recertified annually using either a full reexamination or a self-certification, depending on the type of project. The state of Connecticut requires that proof that all LIHTC households were interviewed to ensure that the information provided by the household is adequate and safe.

For 100% tax credit and tax-exempt bond properties:

Every LIHTC household must undergo a complete annual recertification the year following move-in. In subsequent years, a self-certification is acceptable using the required and recommended forms found in the state of Connecticut's LIHTC compliance manual including the Recertification Update and the Self-Certification of Annual Income forms. A Lease Addendum form (TC-100B(1)) must be completed by the household and the owner/agent and placed in the file.

For tax credit properties with tax credit and non-tax credit units:

Every LIHTC household must undergo a complete annual recertification every year. Self-certifications are not allowed in this type of project. CHFA required and recommended forms found in the state of Connecticut's LIHTC compliance manual forms must be used, including the Recertification Update form. A Lease Addendum form (TC-100B) must be completed by the household and the owner/agent and placed in the file.

11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

11-I.E. EFFECTIVE DATES

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program. The annual recertification must be completed within 12 months from the initial certification date, or 12 months from the most recent certification

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

11-II.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

Rents are not based on income in the LIHTC program and interim reexaminations are not performed.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

Changes in family and household composition are addressed differently depending on whether the building is mixed-use or a 100% LIHTC building.

Family Size Increases in 100% LIHTC Buildings:

If a building is a 100% LIHTC building, the new household member's income is added to the income disclosed on the existing household's original tenant income certification (TIC).

Family Size Increases in Mixed-Use Buildings:

If a building is a mixed-use LIHTC building, the new household member's income is added to the income disclosed on the existing household's most recent tenant income certification (TIC). The household continues to be income-qualified, and the income of the new household member is taken into consideration with the income of the existing household for purposes of the New Available Unit Rule.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

No changes to this section for the standard or RAD PBV programs.

This entire section does not apply to the LIHTC program.

For the LIHTC program:

Next Available Unit Rule

If the gross household income of residents in the LIHTC unit increases to more than 140% of the current, applicable MTSP income limit, the unit is then considered by the IRS to be an "over-income" unit. The IRS allows this unit to continue to generate a LIHTC provided the following two conditions are met:

1. The next available comparable size unit in the building must be rented to a new LIHTC-qualified household.
2. The over-income unit must continue to be rent restricted.

The owner/agent must rent to LIHTC-qualified resident ALL comparable units that are available or that subsequently become available in the same building until the applicable fraction (excluding the over-income unit(s)) is restored to the percentage on which the credit is based.

11-II.D. PROCESSING THE INTERIM REEXAMINATION

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

This part does not apply to the standard or RAD PBV programs or the LIHTC program.

11-III.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

This part does not apply to the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **Section 17-VIII.B.: Rent Limits** for how FMRs, Exception Payment Standards and Utility Allowances are used in the standard and RAD PBV programs.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

11-III.D. DISCREPANCIES

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

Chapter 19

SECTION XII

TERMINATION OF ASSISTANCE AND TENANCY

Selected parts of this chapter apply to the standard and RAD PBV programs.

This chapter does not apply to the LIHTC program. Neither the state of Connecticut's LIHTC compliance manual nor the IRS Code discusses termination of tenancy. Termination of tenancy in the LIHTC program must comply with the state of Connecticut's landlord/tenant law. In addition, federal VAWA requirements apply to the LIHTC program.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

12-I.A. OVERVIEW

No changes to this section.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

No changes to this section for the standard PBV program.

For additional information, see Chapter 17 of HANH's Administrative Plan **Part VII: Occupancy**.

For the RAD PBV program:

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, the family will pay with owner an amount equal to their TTP. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract.

Following conversion, the standard PBV regulations apply to any new families referred to the project. See Chapter 17 of HANH's Administrative Plan **Part VII: Occupancy**.

12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE

No changes to this section.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

No changes to this section.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

No changes to this section.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

No changes to this section.

Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2012-10]

No changes to this section.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

No changes to this section.

Lifetime Registered Sex Offenders [Notice PIH 2012-28]

No changes to this section.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

No changes to this section.

Death of the Sole Family Member [24 CFR 982.311(d) and Notice PIH 2010-9]

No changes to this section.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

No changes to this section.

Use of Illegal Drugs and Alcohol Abuse

No changes to this section.

Drug-Related and Violent Criminal Activity [24 CFR 5.100]

No changes to this section.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005(c)]

No changes to this section.

Family Absence from the Unit [24 CFR 982.312]

No changes to this section.

Insufficient Funding [24 CFR 982.454]

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **Section V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for how insufficient funding affects the standard and RAD PBV programs.

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW

No changes to this section.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

This section does not apply to the standard or RAD PBV programs.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition

No changes to this section.

Repayment of Family Debts

No changes to this section.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

No changes to this section.

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

No changes to this section.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

No changes to this section.

12-II.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

No changes to this section.

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

No changes to this section.

Documentation of Abuse [24 CFR 5.2007]

No changes to this section.

Terminating the Assistance of a Domestic Violence Perpetrator

No changes to this section.

12-II.F. TERMINATION NOTICE

For the standard and RAD PBV programs, this section is amended to read:

HUD regulations requires ECC/HANH to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's lease will also terminate when the family's assistance terminates it is a

good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

PART III: TERMINATION OF TENANCY BY THE OWNER

12-III.A. OVERVIEW

No changes to this section.

12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310, 24 CFR 5.2005(c), and Form HUD-52641-A, Tenancy Addendum]

The standard and RAD PBV Tenancy Addendum is Form HUD-52530c.

Serious or Repeated Lease Violations

No changes to this section.

Violation of Federal, State, or Local Law

No changes to this section.

Criminal Activity or Alcohol Abuse

No changes to this section.

Evidence of Criminal Activity

No changes to this section.

Other Good Cause

For the standard and RAD PBV programs:

Terminating tenancy for good cause does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose. Please see Chapter 17 of HANH's Administrative Plan at **Section VII: OCCUPANCY** for Owner Termination of Tenancy.

For the LIHTC program:

The owner may only evict, non-renew the lease, or otherwise terminate tenancy of an existing tenant for good cause.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The standard and RAD PBV Tenancy Addendum is Form HUD-52530c.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), 24 CFR 982.310(h)(4)]

No changes to this section.

12-III.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY'S ASSISTANCE

This section does not apply to the standard or RAD PBV programs.

EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Each family must sign a PBV Statement of Family Responsibilities in lieu of the Statement of Family Obligations in both the standard and RAD PBV programs.

Chapter 19

SECTION XIII

OWNERS

INTRODUCTION

No changes to this section for the standard PBV program.

This section does not apply to the RAD PBV program.

This chapter does not apply to the LIHTC program.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART II PBV OWNER PROPOSALS** for owner submission of PBV proposals and for ECC/HANH selection of PBV proposals.

Retention

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART II PBV OWNER PROPOSALS** for owner submission of PBV proposals and for ECC/HANH selection of PBV proposals.

13-I.B. BASIC HCV PROGRAM REQUIREMENTS

This section does not apply to the standard or RAD PBV programs.

For the standard PBV program, please see Chapter 17 of HANH's Administrative Plan at **PART II PBV OWNER PROPOSALS** for owner submission of PBV proposals and for ECC/HANH selection of PBV proposals.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART II Section 17.V.E. OWNER RESPONSIBILITIES UNDER THE HAP** for owner responsibilities in the standard and RAD PBV programs.

13-I.D. OWNER QUALIFICATIONS

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART II PBV OWNER PROPOSALS** for owner submission of PBV proposals and for ECC/HANH selection of PBV proposals in the standard PBV program.

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

No changes to this section for the standard PBV program.

This section does not apply to the RAD PBV program.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

No changes to this section for the standard PBV program.

This section does not apply to the RAD PBV program.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]

No changes to this section for the standard PBV program.

This section does not apply to the RAD PBV program.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART II PBV OWNER PROPOSALS** for selection of owner proposals for the standard PBV program.

Legal Ownership of Unit

No changes to this section for the standard PBV program.

For the RAD PBV program:

For public housing conversions, ownership must be either of the following:

- A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property.
- A private entity, if the property has low-income tax credits. ECC/HANH must maintain control via a ground lease.

13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for the HAP contract used in the standard and RAD PBV programs.

PART II. HAP CONTRACTS

13-II.A. OVERVIEW

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for the HAP contract used in the standard and RAD PBV programs.

13-II.B. HAP CONTRACT CONTENTS

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for the HAP contract used in the standard and RAD PBV programs.

13-II.C. HAP CONTRACT PAYMENTS

General

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART IX PAYMENTS TO OWNER** for the how housing assistance payments are calculated to the owner in the standard and RAD PBV programs.

Owner Certification of Compliance

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART IX PAYMENTS TO OWNER** for the how housing assistance payments are calculated to the owner in the standard and RAD PBV programs.

Late HAP Payments [24 CFR 982.451(a) (5)]

No changes to this section.

Termination of HAP Payments [24 CFR 982.311(b)]

No changes to this section.

13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]

No changes to this section.

Please see Chapter 17 of HANH's Administrative Plan at **PART V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for HAP contract terms and ECC/HANH and owner termination of the HAP contract in the standard and RAD PBV programs.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

This section does not apply to the standard or RAD PBV programs.

Please see Chapter 17 of HANH's Administrative Plan at **PART V HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)** for HAP contract terms and ECC/HANH and owner termination of the HAP contract in the standard and RAD PBV programs.

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]

This section does not apply to the standard or RAD PBV programs.

Chapter 19

SECTION XIV

PROGRAM INTEGRITY

INTRODUCTION

No changes to this section for the standard or RAD PBV programs.

While neither the IRS Code nor the state of Connecticut's LIHTC compliance manual discuss program integrity, the owner may follow policies in the admin plan for program integrity for the LIHTC file, provided they do not violate any LIHTC requirements.

For the LIHTC program, add:

Neither IRS Code nor the state of Connecticut's LIHTC compliance manual discuss program integrity. The Guide for Completing Form 8823 states that LIHTC owners should demonstrate due diligence to prevent tenant fraud. If misrepresentation is suspected, additional steps should be taken to verify the accuracy of information provided by the tenant. The IRS does not consider reportable noncompliance to have occurred if tenant fraud is discovered and addressed by the owner prior to a state agency review or an IRS audit, and the owner satisfies the state agency that:

- The tenant provided false information;
- The owner did everything a prudent person would do to avoid fraudulent tenants (due diligence) and has implemented any needed changes to avoid future problems;
- The tenant has vacated the unit (if possible); and
- There is no pattern of accepting fraudulent tenants

An owner's opportunity to identify and self-correct misrepresentations or fraud by a tenant terminates upon notification of a state agency's intended review/inspection of the LIHTC project. Any noncompliance arising from such a misrepresentation or fraud discovered during a state agency's review/inspection should be reported to the IRS on Form 8823 under the appropriate category of noncompliance, regardless of the cause.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

No changes to this section.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

No changes to this section.

Independent Audits and HUD Monitoring

No changes to this section.

Individual Reporting of Possible Errors and Program Abuse

No changes to this section.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When ECC/HANH Will Investigate

No changes to this section.

Consent to Release of Information [24 CFR 982.516]

No changes to this section.

Analysis and Findings

No changes to this section.

Consideration of Remedies

No changes to this section.

Notice and Appeals

No changes to this section.

PART II: CORRECTIVE MEASURES AND PENALTIES

14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

Corrections

No changes to this section.

Reimbursement

No changes to this section.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

No changes to this section.

Family Reimbursement to ECC/HANH [HCV GB pp. 22-12 to 22-13]

No changes to this section.

ECC/HANH Reimbursement to Family [HCV GB p. 22-12]

No changes to this section.

Prohibited Actions

No changes to this section.

Penalties for Program Abuse

No changes to this section.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

No changes to this section.

Owner Reimbursement to ECC/HANH

No changes to this section.

Prohibited Owner Actions

No changes to this section.

Remedies and Penalties

No changes to this section.

14-II.D. ECC/HANH-CAUSED ERRORS OR PROGRAM ABUSE

For the standard and RAD PBV programs, the paragraph is amended to read:

The responsibilities and expectations of ECC/HANH staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of an ECC/HANH staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the ECC/HANH personnel policy.

ECC/HANH-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, (3) errors in calculation.

Repayment to the ECC/HANH

ECC/HANH Reimbursement to Family or Owner

No changes to this section.

Prohibited Activities

No changes to this section.

14-II.E. CRIMINAL PROSECUTION

No changes to this section.

14-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES

No changes to this section.

Chapter 19

SECTION XV

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M]

INTRODUCTION

For the standard PBV programs:

Ineligible special housing types discussed in this chapter include:

- Shared Housing,
- Manufactured Housing
- Homeownership Option.

For the RAD PBV program:

Nothing in this chapter applies to RAD PBV. HUD has issued no guidance on converting public housing units to special housing types under the RAD program.

For the LIHTC program:

Ineligible special housing types discussed in this chapter include:

- Shared Housing,
- Cooperative Housing;
- Manufactured Housing;
- Homeownership Option.

The following types of housing, not discussed in this chapter, are additional housing types that are ineligible for the LIHTC program:

- Hospitals
- Nursing homes
- Sanitariums
- Life care facilities
- Retirement homes providing significant services other than housing
- Dormitories

PART I: SINGLE ROOM OCCUPANCY [24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

For the PBV program:

SRO is an allowable housing type. There is no separate HAP contract for each PBV lease.

For the LIHTC program:

Certain SRO housing units used on a non-transient basis may be qualified LIHTC units even though such housing may provide eating, cooking and sanitation facilities on a shared basis. Please check with your state allocating agency.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

For the PBV program:

Congregate housing is an allowable housing type. There is no separate HAP contract for each PBV lease.

For the LIHTC program:

Certain congregate housing may be qualified LIHTC units even though such housing may provide eating, cooking and sanitation facilities on a shared basis. Please check with your state allocating agency.

PART III: GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

For the PBV program:

Group home housing is an allowable housing type. There is no separate HAP contract for each PBV lease.

For the LIHTC program:

This type of housing is an ineligible housing type in the LIHTC program. This section does not apply to the LIHTC program.

PART IV: SHARED HOUSING [24 CFR 982.615 through 982.618]

This type of housing is an ineligible housing type in the both the PBV and LIHTC programs.

PART V: COOPERATIVE HOUSING [24 CFR 982.619]

For the PBV program:

Cooperative housing is an allowable housing type. There is no separate HAP contract for each PBV lease. See regulations at 24 CFR 983.9(2)(c), (3), (4), and (5) for a discussion of cooperative housing in the PBV program.

For the LIHTC program:

This type of housing is an ineligible housing type in the LIHTC program. This section does not apply to the LIHTC program.

PART VI: MANUFACTURED HOMES [24 CFR 982.620 through 982.624]

This type of housing is an ineligible housing type in the both the PBV and LIHTC programs.

PART VII: HOMEOWNERSHIP [24 CFR 982.625 through 982.643]

This type of housing is an ineligible housing type in the both the PBV and LIHTC programs.

Chapter 19

SECTION XVI

PROGRAM ADMINISTRATION

INTRODUCTION

Selected parts of this chapter apply to the standard and RAD PBV programs.

Nothing in this chapter applies to the LIHTC program. Additional topics specific to administering the LIHTC program are included as applicable.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

No changes to this section for the standard or RAD PBV programs.

This part does not apply to the LIHTC program.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

For the standard and RAD PBV programs, this section is amended to read:

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow ECC/HANH to adapt the program to local conditions. This part discusses how ECC/HANH establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

ECC/HANH Policy

Copies of the utility allowance schedules are available for review in ECC/HANH's offices during normal business hours.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

ECC/HANH will maintain documentation to support its annual review of utility allowance schedules. This documentation will be retained for at least 3 years.

Establishing and updating the ECC/HANH passbook rate, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-I.G.).

This section does not apply to the LIHTC program.

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

This section does not apply to either the standard or RAD PBV programs or LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **PART VIII DETERMINING RENT TO OWNER** for determining rent to owner.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

No changes to this section for the standard PBV program and for standard PBV/LIHTC units.

For the RAD PBV program and RAD PBV/LIHTC units:

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, ECC/HANH may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

After conversion, unless a waiver is requested and approved by HUD, ECC/HANH must maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively. These utility allowances are effective for in-place families at recertification.

ECC/HANH may request a waiver from the PIH Field Office, however, in order to establish site-specific utility allowance schedules. MTW agencies would instead secure approval through their MTW Plan. To be approved, ECC/HANH must show good cause that the utility allowance schedule for their voucher program would either:

- Create an undue cost for families because the utility allowance provided under the voucher program is too low, or
- Discourage conservation and efficient use of HAP funds because the utility allowance provided under the voucher program would be excessive if applied to the Covered Project

ECC/HANH must submit an analysis of utility rates for the community and consumption data of project residents in comparison to community consumption rates; and a proposed alternative methodology for calculating utility allowances on an ongoing basis.

When, as a result of a RAD conversion, the project will experience an improvement in energy and water efficiencies, ECC/HANH can submit UA projections performed by a professional engineer, based on the project's plans and specifications that, at a minimum,

take into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location. The projections must be submitted in the RAD UA Projections Template. If approved by HUD, these UAs will be used to modify the initial PBV contract rents (for new construction) or post-rehab rents (for rehab) on the HAP contract.

Air Conditioning

No changes to this section.

Reasonable Accommodation

No changes to this section.

Utility Allowance Revisions (State of Connecticut's LIHTC Compliance Manual)

No change to section for the standard and RAD PBV programs.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual requires that blended LIHTC/PBV units use ECC/HANH's utility allowance for the HCV program. Utility allowances must be updated at least annually since they are included in the maximum allowable rent calculations. Copies of utility allowance documentation must be submitted with CHFA's required annual year-end reports. Any new allowance must be implemented within 90 days of the change.

PART III: INFORMAL REVIEWS AND HEARINGS

This part does not apply to the LIHTC program.

16-III.A. OVERVIEW

No changes to this section for the standard PBV program.

For the RAD PBV program:

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both ECC/HANH and the project owner.

16-III.B. INFORMAL REVIEWS

For the standard and RAD PBV programs, the paragraph is amended to read:

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

- Denying listing on the ECC/HANH waiting list

ECC/HANH Policy

HANH will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes denying listing on the ECC/HANH waiting list.

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

No changes to this section.

Scheduling an Informal Review

No changes to this section.

Informal Review Procedures [24 CFR 982.554(b)]

No changes to this section.

Informal Review Decision [24 CFR 982.554(b)]

No changes to this section.

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

For the PBV program, the paragraph is amended to read:

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

- Terminating housing assistance payments under an outstanding HAP contract

Decisions Subject to Informal Hearing

For the standard PBV program, the paragraph is amended to read:

Circumstances for which ECC/HANH must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the ECC/HANH utility allowance schedule
- A determination of the family unit size under ECC/HANH's subsidy standards
- An ECC/HANH determination to deny the family's request for exception from the standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act

- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under ECC/HANH policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

All of the above apply. For the RAD PBV program, add:

Under RAD, there are additional hearing requirements beyond what is required in standard PBV. The owner must also offer the family an opportunity for a hearing in certain circumstances. The owner is not required to offer an informal hearing for:

- Class grievances
- Disputes between residents not involving owner

The owner must give residents notice of their ability to request an informal hearing for any dispute that a resident may have with the owner's action in accordance with the individual's lease that adversely affects the resident's rights, obligations, welfare, or status. The owner must provide the family with an opportunity for an informal hearing before an eviction.

Informal Hearing Procedures

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

For the standard and RAD PBV programs, the paragraph is amended to read:

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

All of the above applies. For the RAD PBV program, add:

Residents must be provided with notice of the specific grounds of the Project Owner's proposed adverse action, as well as their right to an informal hearing with the Project Owner.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

Attendance at the Informal Hearing

No changes to this section.

This section also applies to the owner in RAD PBV.

Conduct at Hearings

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

This section also applies to the owner in RAD PBV.

Procedures for Rehearing or Further Hearing

No changes to this section.

This section also applies to the owner in RAD PBV.

ECC/HANH Notice of Final Decision [24 CFR 982.555(f)]

No changes to this section.

This section also applies to the owner in RAD PBV.

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

No changes to this section.

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

No changes to this section.

USCIS Appeal Process [24 CFR 5.514(e)]

No changes to this section.

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

No changes to this section.

Informal Hearing Officer

No changes to this section.

Evidence

No changes to this section.

Representation and Interpretive Services

No changes to this section.

Recording of the Hearing

No changes to this section.

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

No changes to this section.

Retention of Documents [24 CFR 5.514(h)]

No changes to this section.

PART IV: OWNER OR FAMILY DEBTS TO ECC/HANH

No changes to this section for the standard or RAD PBV programs.

This part does not apply to the LIHTC program. The owner must comply with the state of Connecticut's landlord/tenant law when collecting debts owed by the family.

16-IV.A. OVERVIEW

No changes to this section.

16-IV.B. REPAYMENT POLICY

No changes to this section.

Owner Debts to ECC/HANH

No changes to this section.

Family Debts to ECC/HANH

No changes to this section.

Repayment Agreement [24 CFR 792.103]

No changes to this section.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

No changes to this section.

Payment Thresholds

No changes to this section.

Execution of the Agreement

No changes to this section.

Due Dates

No changes to this section.

Late or Missed Payments

No changes to this section.

No Offer of Repayment Agreement

No changes to this section.

Repayment Agreements Involving Improper Payments

No changes to this section.

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

This part does not apply to the LIHTC program.

16-V.A. OVERVIEW

No changes to this section.

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

No changes to this section.

HUD Verification Method

No changes to this section.

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

This section applies to the standard and RAD PBV programs with the exception of Indicator 12: Annual HQS Inspections. PBV basic inspection requirements only call for a random sample of 20 percent of the units in each project to be inspected annually.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

No changes to this section for the standard or RAD PBV programs.

This section does not apply to the LIHTC program.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

No changes to this section for the standard or RAD PBV programs.

For the LIHTC program:

The owner/agent must retain the following records for the first year of the credit period for at least 6 years beyond the due date (with extensions) for filing the federal income tax return for the last year of the compliance period, meaning original files must be retained for 21 years:

- Tenant files
- Monthly unit data tracking
- Project files, including records regarding the use of facilities included in the project's eligible basis;
- Records for each qualified low-income resident by building and unit number;
- LIHTC Owner's Compliance Certification;
- LIHTC Status Report;
- Qualified Basis Tracking Sheet

All other records are required to be retained for at least 6 years after the due date (with extension) for filing the federal income tax return for that year.

16-VI.C. RECORDS MANAGEMENT

No changes to this section.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

No changes to this section.

Upfront Income Verification (UIV) Records

No changes to this section.

Criminal Records

No changes to this section.

Medical/Disability Records

No changes to this section.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

No changes to this section. This section applies to both the PBV and LIHTC programs.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

While the Lead Hazard Reduction Act of 1992 and certain parts of 24 CFR Part 35 apply to the LIHTC program, requirements listed here for tenant-based assistance programs do not apply to the LIHTC program.

16-VII.A. OVERVIEW

No changes to this section.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

No changes to this section.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

No changes to this section.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

This part does not apply to the standard or RAD PBV programs or the LIHTC program.

Please see Chapter 17 of HANH's Administrative Plan at **PART V; HOUSING ASSISTANCE PAYMENT CONTRACT (HAP)** for when a HAP contract may be terminated due to insufficient funding.

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

No changes to this section.

16-IX.B. DEFINITIONS [24 CFR 5.2003]

No changes to this section.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

No changes to this section.

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

No changes to this section.

Notification to Owners and Managers [24 CFR 5.2005(a)(2)]

No changes to this section.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

No changes to this section.

Conflicting Documentation [24 CFR 5.2007(e)]

No changes to this section.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

No changes to this section.

Failure to Provide Documentation [24 CFR 5.2007(c)]

No changes to this section.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

No changes to this section.

Chapter 19

SECTION XVII

PROJECT-BASED VOUCHERS

INTRODUCTION

Since this chapter applies to the standard PBV program, only differences in the RAD PBV program and the LIHTC program are noted.

For the RAD PBV program:

On the whole, regulations for both the standard and RAD PBV programs generally closely follow the regulations for the tenant-based HCV program. While PBV regulations generally follow the tenant-based HCV voucher regulations, they are not identical. Further, RAD PBV rules further deviate from and waive specific standard PBV regulations.

PART I: GENERAL REQUIREMENTS

For the RAD PBV program, the following is amended to read:

Units converted to PBV under RAD and their associated budget authority are exempt from the 20 percent budget authority cap.

HANH may attach funding to mixed-finance developments which include Project-Based Section 8 units (the “PBV units”). These PBV units may be owned and managed by entities other than HANH. HANH may delegate certain admissions and occupancy functions as discussed within the Administrative Plan to the owners and/or managers of those mixed-finance developments. Such admissions and occupancy functions must be performed in accordance with this Administrative Plan and applicable HUD and HANH requirements.

Mixed-finance developments may be subject to Low-Income Housing Tax Credit (LIHTC) and/or Affordable Housing Program (AHP) Requirements. For purposes of this Administrative Plan:

- Tax Credit Requirements shall mean any and all matters required by Section 42 of the Internal Revenue Code of 1986 and regulations there under (Section 42), the Connecticut Housing Finance Agency (CHFA) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, or CHFA requirements; and
- AHP Requirements shall mean any and all matters required by the Federal Housing Finance Board Affordable Housing Program regulations at 12 CFR 951.

In order to ensure compliance with LIHTC and/or AHP Requirements, ECC/HANH will not impose any policy within this Administrative Plan upon any mixed-finance development if such policies would create non-compliance with Tax Credit

Requirements and/or AHP Requirements.

ECC/HANH will not disapprove Owner policies required for compliance with LIHTC and AHP Requirements, unless mandated by PBV Requirements.

- Examples of policies that may differ than the Administrative Plan include the requirement for annual re-certifications (to the extent required by LIHTC Requirements) and different income tier requirements.

In the event of a conflict between any PBV contract requirements and this Administrative Plan, those deal-specific documents shall control as long as in compliance with PBV Requirements.

- “PBV Requirements” refers to 24 CFR HUD regulations, any HUD-approved waivers of regulatory requirements, and federal laws, notices and Executive Orders pertaining to Project-Based Section 8 Units, including future waivers or amendments.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

For the RAD PBV program:

This section applies, however, for the RAD PBV program certain standard PBV rules are waived and different rules apply.

This section does not apply to LIHTC.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

For the RAD PBV program:

In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.

Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2-5 of PIH Notice 2014-17. While ECC/HANH is not required to have a written relocation plan, HUD strongly encourages ECC/HANH to prepare one. Appendix I of PIH Notice 2014-17 contains recommended contents for a relocation plan.

In addition, ECC/HANH must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

For the RAD PBV program:

ECC/HANH must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated.

PART II: PBV OWNER PROPOSALS

This part does not apply to LIHTC.

17-II.A. OVERVIEW

This section does not apply to the RAD PBV program.

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

This section does not apply to the RAD PBV program. HUD waives the owner proposal selection procedures at 24 CFR 983.51. HUD selects the RAD properties through a competitive selection process.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

This section does not apply to the RAD PBV program.

ECC/HANH-Owned Units [24 CFR 983.51(e) and 983.59]

For the RAD PBV program, the following section is amended to read:

For units converting to RAD PBV, housing quality standards inspections must be conducted by an independent entity approved by HUD.

The independent entity that performs these program services may be the unit of general local government for the ECC/HANH jurisdiction (unless ECC/HANH is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

ECC/HANH may only compensate the independent entity from ECC/HANH ongoing administrative fee income (including amounts credited to the administrative fee reserve). ECC/HANH may not use other program receipts to compensate the independent entity for its services. ECC/HANH and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

Ownership and Control

For public housing conversions to PBV under RAD, ownership must be either of the following:

- A public or nonprofit entity satisfies the requirement if it:
 - Holds a fee simple interest in the real property of the RAD project
 - Is the lessor under a ground lease with the Project Owner
 - Has direct or indirect legal authority to direct the financial and legal interest of the Project Owner with respect to the RAD units
 - Owns 51 percent or more of the general partner interest in a limited partnership or 51 percent or more of the managing member interest in a limited liability company with all the powers of a general partner or managing member, as applicable
 - Owns a lessor percentage of the general partner or managing member interest and holds certain controls as approved by HUD
 - Owns 51 percent or more of all ownership interest in a limited partnership or limited liability company and holds certain rights as approved by HUD; or
 - Other ownership and control arrangements approved by HUD.
- A private entity, if the property has low-income tax credits. ECC/HANH must maintain control via a ground lease.

ECC/HANH Notice of Owner Selection [24 CFR 983.51(d)]

This section does not apply to the RAD PBV program.

17-II.C. HOUSING TYPE [24 CFR 983.52]

This section does not apply to the RAD PBV program.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

This section does not apply to the RAD PBV program.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, FR Notice 7/9/10, and FR Notice 6/25/14]

For the RAD PBV program:

In the case that ECC/HANH is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the Covered Project(s) at Closing; ECC/HANH may convey all program funds to the Covered Project. HUD will recapture any public housing funds that ECC/HANH has not expended once it no longer has units under ACC. In the case where ECC/HANH will continue to maintain other units in its inventory under public housing ACC, a contribution of Operating Funds to the Covered Project that exceeds the average amount the project has held in Operating

Reserves over the past three years will trigger a subsidy layering review under 24 CFR § 4.13. Similarly, any contribution of Capital Funds, including RHF or DDTF, will trigger a subsidy layering review. Notwithstanding the subsidy layering review, ECC/HANH should be mindful of how the Capital Funds or Operating Reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56]

For the RAD PBV program:

There is no cap on the number of PBV units in a Project that may be converted to RAD.

Exceptions to 25 Percent per Project Cap [24 CFR 983.56(b)]

There is no cap on the number of PBV units in a Project that may be converted to RAD.

Family Responsibility to Comply with Supportive Service Plans

Families selected for occupancy and assistance in a PBV supportive housing unit will be required to enter into an individualized supportive service plan with the service provider. The supportive service plan is intended to help the family:

- Build family self-sufficiency;
- Maintain their housing; and
- To live independently and effectively in their community.

In PBV developments offering supportive services, at least one family member is to receive/participate in the available supportive services.

- At the time of initial lease execution between the family and the owner, the family must sign a statement which includes all family obligations, including the requirement to participate in a supportive service plan. ^[L]_[SEP]
- At the family's annual recertification, ECC/HANH requires written documentation from the service provider indicating the family's continued compliance with the terms of the supportive services plans.
- At ECC/HANH's sole discretion, ECC/HANH may request quarterly documentation of service plan compliance for new participants, or more frequent periodic documentation for families who have not fully complied with their supportive service plan.

The family is eligible to receive assistance while the family is compliant with its supportive services plan. In addition, a family who has occupied a PBV unit and has been compliant with its supportive housing plan, and has successfully completed the supportive housing plan, is eligible to continue to receive PBV assistance so long as the family resides in the unit.

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply.

Promoting Partially-Assisted Projects [24 CFR 983.56(c)]

This section does not apply to the RAD PBV program.

17-II.G. SITE SELECTION STANDARDS

For the RAD PBV program:

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b) (1) and (c) (2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity, for existing housing sites. If units are transferred to a different housing site, then deconcentration rule applies.

HUD will conduct a front-end civil rights review of PBV RAD conversions that involve new construction that is located in an area of minority concentration (whether on the existing public housing site or on a new site) to determine whether it meets one of the conditions that would allow for new construction in an area of minority concentration.

ECC/HANH must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

For the RAD PBV program:

The financing plan includes a requirement for an environmental review. See Attachment 1A of PIH 2012-32, REV-2.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

No changes to this section.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

No changes to this section for the RAD PBV program.

For the LIHTC program:

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect LIHTC units using HUD's Uniform Physical Condition Standards (UPCS) and State Building Codes.

Lead-based Paint [24 CFR 983.101(c)]

No changes to this section for the RAD PBV program.

For the LIHTC program:

While the Lead Hazard Reduction Act of 1992 and certain parts of 24 CFR Part 35 apply to the LIHTC program, requirements listed here for tenant-based assistance programs do not apply to the LIHTC program.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

No changes to this section.

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

For the RAD PBV program:

ECC/HANH enters into the HAP contract when financing closes for the property. All units that are undergoing rehabilitation must meet HQS by dates set in the conversion commitment with HUD.

This section does not apply to the LIHTC program.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

For the RAD PBV program:

ECC/HANH enters into the HAP contract when financing closes for the property. All units that are undergoing rehabilitation must meet HQS by dates set in the conversion commitment with HUD.

This section does not apply to the LIHTC program.

Turnover Inspections [24 CFR 983.103(c)]

No changes to this section for the RAD PBV program.

This section does not apply to the LIHTC program.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

No changes to this section for the RAD PBV program.

The owner/agent must certify annually that the buildings and units in an LIHTC project were suitable for occupancy.

Other Inspections [24 CFR 983.103(e)]

No changes to this section for the RAD PBV program.

The state of Connecticut's LIHTC compliance manual states that Spectrum will inspect 20% of the units and all common areas in all buildings by December 31st of the second year after the last building places in service. Spectrum will notify the owner/agent at least 30 days in advance of the site visit.

Inspecting ECC/HANH-Owned Units [24 CFR 983.103(f)]

No changes to this section for the RAD PBV program.

This section does not apply to the LIHTC program.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

For the RAD PBV program:

This part does not apply to the RAD PBV program. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable. For public housing conversions, an AHAP is not required. Instead, a RAD conversion commitment (RCC) between HUD and ECC/HANH governs the construction work. For requirements for RAD PBV conversions see Notice PIH 2012-32, REV-2.

This part does not apply to the LIHTC program.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

This part does not apply to the LIHTC program.

17-V.A. OVERVIEW

No changes to this section.

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

For the RAD PBV program:

The PBV RAD program uses the HAP contract for new construction or rehabilitated housing (HUD Form 52530A), as modified by the RAD rider (HUD Form 52621). The distinction between "existing housing" and "rehabilitated and newly constructed housing" is overridden by RAD requirements. The RAD rider must be attached to the PBV HAP Contract and effectuates the conversion of public housing to PBV under RAD

PBV. The project must also have an initial RAD Use Agreement. All public housing RAD conversion properties financed with LIHTC are required to include an LIHTC rider.

Execution of the HAP Contract [24 CFR 983.204]

For the RAD PBV program:

When the conditions of the CHAP and the RCC are met and the conversion has closed, ECC/HANH executes the HAP contract. The HAP contract effective date is the date of the financial closing for the property, whether or not all units meet HQS.

Term of HAP Contract [24 CFR 983.205]

For the RAD PBV program:

The initial term of the HAP Contract may not be for less than 15 years, and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal.

Termination by ECC/HANH [24 CFR 983.205(c)]

No changes to this section.

Termination by Owner [24 CFR 983.205(d)]

This section does not apply to the RAD PBV program.

Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206]

This section does not apply to the RAD PBV program.

Remedies for HQS Violations [24 CFR 983.208(b)]

No changes to this section.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

For the RAD PBV program:

In certain mixed finance projects, ECC/HANH may ask HUD permission to have assistance float among unoccupied units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities. For 504 accessible units, assistance may only float to another 504 accessible unit with the same bedroom size and features.

If ECC/HANH chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units, including any excepted units. The property must

maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

ECC/HANH may not reduce the number of assisted units without HUD approval. Any HUD approval of ECC/HANH's request to reduce the number of assisted units under is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

Addition of Contract Units [24 CFR 983.207(b)]

For the RAD PBV program:

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

For the RAD PBV program, the following is amended to read:

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.210]

No changes to this section.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

This section does not apply to the RAD PBV program.

Vacancy Payments [24 CFR 983.352(b)]

No changes to this section.

Riders and Amendments

Various riders amend the PBV HAP contract for RAD conversions. The riders are important component of the RAD HAP contracts, and just like exhibits, must be attached to the contract.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

No changes to this section.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

No changes to this section.

In-Place Families [24 CFR 983.251(b)]

For the RAD PBV program:

For the RAD PBV program, in-place families means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

For the LIHTC program:

The LIHTC program does not recognize protections for existing residents. In order for a unit to qualify as an LIHTC unit, the family must be under the applicable MTSP income limit.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

For the RAD PBV program:

ECC/HANH must offer families on a public housing site-based waiting list, priority for occupancy at the converted site.

ECC/HANH must maintain the site-based waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv).

ECC/HANH must provide applicants full information about each development including an estimate of the wait time, location, occupancy, number and size of accessible units, amenities like day care, security, transportation and training programs at each development with a site-based waiting list.

The system for selection from site-based waiting lists must be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement or complaint brought by HUD.

ECC/HANH must assess any changes in racial, ethnic or disability-related tenant composition at each ECC/HANH site that may have occurred during the implementation of the site-based waiting list, based on confirmed and accurate PIC occupancy data. At least every three years, ECC/HANH must use independent testers to assure that the site-based system is not being implemented in a discriminatory manner.

Since HANH currently maintains a project-specific waiting list for public housing, a project-specific waiting list will be used after conversion for RAD PBV units. Applicants on the original site-based public housing waiting list will maintain their date and time of

application upon conversion. Applicants will be transferred to the project specific PBV waiting list.

17-VLD. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Admission Preferences for RAD Project Based Voucher Units

Only elderly families may be admitted to units or buildings covered by a HUD approved Elderly Housing Designation Plan prior to date of conversion to project based rental assistance. The buildings and units covered by a HUD-approved elderly housing designation plan are set forth below.

When there are insufficient Elderly families on the waiting list, Near Elderly families (head or household or spouse ages 50 to 61) may receive a priority for this type of unit if the approved Plan for designation so specified.

The Owner must give preference to Elderly families and Disabled families equally in determining priority for admission to following development that were classified as Mixed Population developments prior to conversion: Charles McQueeney, Fairmont Heights, Ruoppolo Manor, Robert T. Wolfe, and Winslow Celentano. The owner must provide preference for the Elderly for the following units and unit mix at Elderly Designated developments.

Elderly Designated Unit Mix Prior to Conversion to Project-based Rental Assistance

NUMBER OF BEDROOMS	0	1	2	3	4	5	6	TOTAL
Prescott Bush	20	25	5	0	0	0	0	50
Katherine Harvey Terrace	0	12	0	0	0	0	0	12
Newhall Gardens	0	23	0	0	0	0	0	23
C.B. Motley	8	34	0	0	0	0	0	42
122 Wilmot		25	1					26
TOTAL	28	119	6	0	0	0	0	153

The Owner may not establish a limit on the number of Elderly families or Disabled families who may be accepted for occupancy in a development that was Mixed Population development prior to conversion. In selecting Elderly families and Disabled families to occupy units in mixed population developments, the owner must first offer units that have special accessibility features for persons with disabilities to families who include persons

with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of this Part 24 CFR title).”

Waiting Lists for Converted Units

The Owner shall use the ECC/HANH site based waiting for each developments list used by it prior to conversion for the selection of occupants post-conversion, except for units that have special accessibility features for persons with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of Part 24 CFR).”

Occupants of units with accessibility features shall be selected from

(1) a current occupant of another unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

(2) a current occupant of a LIPH, PBV or RAD/PBV unit from the Reasonable Accommodation Transfer List

(2) to an eligible qualified applicant on the Agency wide Accessible Waiting List having a disability requiring the accessibility features of the vacant unit.

With respect to units where preference for occupancy shall be to the elderly or to the elderly and disabled on an equal basis, the Authority shall transfer each site based waiting list to the owner and the Owner shall manage each list in accordance with the Authority-approved resident selection plan. The Owner shall select occupants from these lists until all applicants on these lists shall have been either offered a unit, withdrawn or removed, or rejected for admission. The Owner shall maintain its site based waiting list once these requirements have been met.

Income Targeting [24 CFR 983.251(c) (6)]

For the RAD PBV program:

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements.

This section does not apply to the LIHTC program.

Units with Accessibility Features [24 CFR 983.251(c) (7)]

No changes to this section.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

No changes to this section.

For the RAD PBV program:

If the converted project will serve a different population than the one served by the original project, ECC/HANH must obtain written HUD approval.

17-VLE. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e) (3)]

No changes to this section.

Disapproval by Landlord [24 CFR 983.251(e) (2)]

No changes to this section.

Acceptance of Offer [24 CFR 983.252]

TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL

ECC/HANH Policy

The unit offer letter will inform the applicant of the unit being offered. The unit offer letter will include an appointment date and time, to meet with the Property Manager to view the unit. The letter will state that the applicant must accept or reject the unit offer within 3 business days after viewing the unit.

If the applicant does not accept the unit offer within the 3 business day time limit, the Owner will consider the offer rejected.

Lease-up effective date will be within two weeks of unit acceptance. Extension of the move in date is subject to approval by the Owner. A maximum of a one-week extension will be granted, ensuring that lease-up will take place no more than three weeks after unit acceptance, provided that unit is ready.

17-VLF. OWNER SELECTION OF TENANTS

No changes to this section.

Leasing [24 CFR 983.253(a)]

No changes to this section.

Filling Vacancies [24 CFR 983.254(a)]

No changes to this section.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

For RAD PBV:

ECC/HANH may not reduce the number of assisted units without HUD approval. Any HUD approval of an ECC/HANH's request to reduce the number of assisted units under is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

This section does not apply to the LIHTC program.

17-VLG. TENANT SCREENING [24 CFR 983.255]

No changes to this section.

Owner Responsibility

No changes to this section.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

No changes to this section.

17-VII.B. LEASE [24 CFR 983.256]

No changes to this section.

Form of Lease [24 CFR 983.256(b)]

No changes to this section.

Lease Requirements [24 CFR 983.256(c)]

No changes to this section.

For the RAD PBV program:

ECC/HANH must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD. An example of language that may be included can be found in Attachment-1E of PIH 2012-32, REV-2.

Tenancy Addendum [24 CFR 983.256(d)]

No changes to this section for the RAD PBV program.

This section does not apply to the LIHTC program.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

No changes to this section.

For the RAD PBV program:

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with — and must be signed on or before — the effective date of the RAD PBV HAP contract.

Changes in the Lease [24 CFR 983.256(e)]

No changes to this section.

Owner Termination of Tenancy [24 CFR 983.257]

No changes to this section.

For the RAD PBV program:

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner's lease as well as ECC/HANH's administrative plan. In addition to the regulations at 24CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD

conversions to PBV will require that ECC/HANH provide adequate written notice of termination of the lease which shall not be less than:

A reasonable period of time, but not to exceed 30 days:

- If the health or safety of other tenants, ECC/HANH employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction;
- 14 days in the case of nonpayment of rent; and
- 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both the ECC/HANH and the project owner. See Chapter 16

PART VIII: TERMINATION OF TENANCY

This section does not apply to the LIHTC program. Neither the state of Connecticut's LIHTC compliance manual nor the IRS Code discusses termination of tenancy. Termination of tenancy in the LIHTC program must comply with the state of Connecticut's landlord/tenant law. In addition, federal VAWA requirements apply to the LIHTC program.

Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08]

For the RAD PBV program:

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply.

This section does not apply to the LIHTC program.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

No changes to this section for the RAD PBV program.

This section does not apply to the LIHTC program.

Continuation of Housing Assistance Payments [24 CFR 982.258]

For the RAD PBV program:

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, the family will pay with owner an amount equal to their TTP. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract.

Following conversion, the standard PBV regulations apply to any new families follow this section as written.

This section does not apply to the LIHTC program.

Security Deposits [24 CFR 983.259]

For the RAD PBV program:

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

This section does not apply to the LIHTC program.

FSS and ROSS Programs

Public housing residents that are current FSS participants continue to be eligible for FSS once after conversion. ECC/HANH is allowed to use any remaining PH FSS funds to serve participants living in converted units.

Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD. However, ECC/HANH should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and ECC/HANH must follow such requirements accordingly.

ECC/HANH will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

This section does not apply to the LIHTC program.

Resident Participation & Funding

Covered Projects with converted PBV assistance have the right to establish and operate a resident organization to address issues related to their living environment and are eligible for resident participation funding. The public housing rules governing resident organizations at 24 CFR 964 do not apply. Funding for resident organizations is \$25 per occupied unit per year for resident participation. These funds come from the property's operating budget, and \$15 of these funds must be provided to legitimate resident organizations. These are defined as organizations that:

- Have been established by the residents of a Covered Project;
- Meets regularly;
- Operates democratically
- Is representative of all residents in the project;
- Is completely independent of the Project Owner, management, and their representatives.

If a legitimate resident organization does not exist, the owner and residents should work together should work together and may form a new resident organization.

This section does not apply to the LIHTC program.

17-VIII.A. MOVES

For the RAD PBV program:

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family.

Following conversion, the standard PBV regulations apply to any new families follow this section as written.

For the LIHTC program:

See Chapter 10 **MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY.**

Family Right to Move [24 CFR 983.261]

No changes to this section.

For the RAD PBV program:

Under RAD, ECC/HANH has the option to establish a turnover cap for choice mobility. ECC/HANH must include this policy in the administrative plan if it chooses to adopt a turnover cap. If, as a result of RAD, the total number of PBV units (including RAD PBV units) administered by ECC/HANH exceeds 20 percent of ECC/HANH's authorized units under its HCV ACC with HUD, ECC/HANH may establish a turnover cap. ECC/HANH is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If ECC/HANH chooses to establish a turnover cap and the cap is implemented, ECC/HANH must create and maintain a waiting list in the order requests from eligible households were received.

17-VIII.B. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

No changes to this section.

This section does not apply to the LIHTC program.

PART IX: DETERMINING RENT TO OWNER

For the RAD PBV program:

RAD conversions are intended to be cost neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each of ECC/HANH's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, and replacement housing factor funds. The funding may limit the amount of initial rent for a property. Additionally, agencies may bundle rents and MTW agencies have additional flexibilities when setting rents. Notwithstanding HUD's calculation or any flexibility allowed to ECC/HANH in setting rents, contract rents are subject to the statutory and regulatory standard PBV requirements governing contract rents. A detailed explanation of the determination of current funding may be found in Attachment 1C of PIH 2012-32, Rev-2.

This part does not apply to the LIHTC program. In the LIHTC program:

Rents are not income-based. Units qualifying for LIHTC are subject to rent restrictions that set a maximum gross rent that may be charged. The maximum gross rent equals the tenant portion of rent plus the cost of tenant-paid utilities (the utility allowance) and any other non-optional charges. If tenants are overcharged, the unit is in noncompliance and recapture of credits may occur. In units that receive Section 8 (i.e. PBV and HCV) if the

tenant portion of rent increases above the LIHTC maximum gross rent, thereby reducing the Section 8 subsidy, the higher rent may be charged.

17-IX.A. RENT LIMITS [24 CFR 983.301]

For the RAD PBV program:

Notwithstanding the current funding level, the initial rents are set at the lower of:

- 110% of the fair market rent (FMR) or ECC/HANH's exception payment standard approved by HUD, or the alternate rent cap in an ECC/HANH's MTW agreement
- Reasonable rent in comparison to the unassisted housing market
- An amount determined by current funding
- Adjusted through rent bundling or reconfiguration of units

Certain Tax Credit Units [24 CFR 983.301(c)]

No changes to this section.

Reasonable Rent [24 CFR 983.301(e) and 983.302(c) (2)]

No changes to this section.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

For the RAD PBV program:

This section does not apply to the RAD PBV program. For detailed information on setting initial contract rents, see Attachment 1C of Notice PIH 2012-32, REV-2.

Redetermination of Rent [24 CFR 983.302]

This section does not apply to the RAD PBV program.

Rent Increase

For the RAD PBV program:

Unlike in the standard PBV program, in the RAD PBV program, contract rents are adjusted by HUD's operating cost adjustment factor (OCAF) at the anniversary date of the HAP contract (subject to the availability of appropriations for that year). However, contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements;
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55 (Prohibition of excess public assistance); or
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the Federal Register
- The reasonable rent

Year 1: Any recertification (interim or annual) performed prior to the second - annual recertification after conversion – 20 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 2: Year 2 annual recertification and any interim recertification prior to year 3 annual recertification – 25 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 3: Year 3 annual recertification and any interim recertification prior to year 4 annual recertification – 33 percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 4: Year 4 annual recertification and any interim recertification prior to year 5 annual recertification – 50percent of the difference between the most recently paid TTP or Flat Rent and the Calculated PBV TTP

Year 5: Year 5 annual recertification and all subsequent recertifications – Full Calculated PBV TTP.

Rent Decrease

For the RAD PBV program:

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

Notice of Rent Change

For the RAD PBV program:

Rent adjustments are made on the contract anniversary date for all PBV units. Adjusted rents may not exceed the lower of the reasonable rent, or the contract rent increased by the operating cost adjustment factor (OCAF), except if the rent increase would result in a rent below the initial rent. Rents must not fall below the initial contract rent.

ECC/HANH Owned Units [24 CFR 983.301(g)]

For the RAD PBV program, the following is amended to read:

For ECC/HANH-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD.

PART X: PAYMENTS TO OWNER

This part does not apply to the LIHTC program.

17-X.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

No changes to this section.

For a discussion of funding during the first year after the conversion for units converting to PBV under RAD, see Notice PIH 2012-32, REV-2.

17-X.B. VACANCY PAYMENTS [24 CFR 983.352]

No changes to this section.

17-X.C. TENANT RENT TO OWNER [24 CFR 983.353]

No changes to this section.

For the RAD PBV program, add:

Once the contract rent is established, the standard PBV rent determination rules apply when calculating the family's share of the rent with one exception.

If an existing tenant's rent increases as a result of a RAD conversion by more than the greater of 10 percent or \$25, the rent increase must be phased in over 3 or 5 years or a combination depending on circumstances. ECC/HANH must establish the length of the phase in period in their administrative plan and must be in place at the time of conversion and may not be modified after the conversion date. Once the tenant's TTP is calculated as equal to or less than the previous TTP (or flat rent, if in Year 1 of the phase-in), the phase-in ends and tenants will pay full TTP from that point forward. For example, if a tenant's previous TTP was \$300 and their new (standard) TTP is reduced to \$200 because of loss of income, the tenant's rent will no longer be phased in.

ECC/HANH Policy

Option 1

Three-Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP.
- Year 2: Annual recertification and any interim recertification prior to Year 3 annual recertification – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 annual recertification and all subsequent recertifications – Full standard TTP.

Option 2

Five-Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP.
- Year 2: Annual recertification and any interim recertification prior to Year 3 annual recertification – 40% of difference between most recently paid TTP and the standard TTP.
- Year 3: Annual recertification and any interim recertification prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP.
- Year 4: Annual recertification and any interim recertification prior to Year 5 annual recertification – 80% of difference between most recently paid TTP and the standard TTP.
- Year 5 annual recertification- Full standard TTP

Tenant and ECC/HANH Responsibilities

No changes to this section.

Utility Reimbursements

No changes to this section.

17-X.D. OTHER FEES AND CHARGES [24 CFR 983.354]

No changes to this section.

Other Charges by Owner

No changes to this section.

To: Board of Commissioners

Date: June 21, 2022

From: Karen DuBois-Walton, President

RE: Resolution Authorizing the Approval of MTW Annual Plan for FY 2023

ACTION: Recommend that the Board of Commissioners adopt Resolution #06-26/22R

TIMING: Immediately.

DISCUSSION: In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program.

During ECC/HANH's MTW term, in lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs to most effectively address local needs, in accordance with the terms of ECC/HANH's MTW Agreement.

The MTW Plan includes the following types of initiatives:

- Initiatives that are proposed for the upcoming fiscal year
- Initiatives that have been approved by HUD in previous years and are still being implemented.
- Initiatives requiring funding flexibility only that have been approved by HUD in previous years and are still being implemented.
- Initiatives that are Not Yet Implemented
- Activities that are on Hold
- Activities that are Closed Out
- Planned Application of MTW Funds

The four (4) Proposed Initiatives for FY2023 are as follows:

- Robert T. Wolfe Transformation Plan - ECC/HANH through its instrumentality The Glendower Group, seeks to redevelop approximately 90 units at Robert T. Wolfe.
- Real Estate Development Acquisition - ECC/HANH is through its instrumentality, The Glendower Group, seeks to increase affordable housing opportunities through the purchase of housing portfolios from local owners.
- Y2Y Youth program - A joint program addressing young adult homelessness.
- Support HCV Family Lease Up Success rate -. Provide tenant assistance, mobility counseling options and landlord incentives to support the HCV families finding affordable housing of choice, leasing up quicker and not having vouchers expire before finding housing.

Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. ECC/HANH agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided.

The thirty (30) days comment period began on Monday, April 17, 2022, and copies of the Moving to Work (MTW) FY2023 Plan were made available on the agency website, Twitter and Facebook.

A public hearing was held on Monday, May 16, 2022, at 4:00 pm via RingCentral.

There were no public comments.

A presentation was made to the Resident Advisory Board (RAB) on Wednesday, March 25, 2022, at 5:00 pm.

ECC/HANH requests Board approval for the MTW Annual Plan for Fiscal Year 2023. We request the Board's authorization for submission to the U.S. Department of Housing and Urban Development (HUD) the MTW Annual Plan for FY 2023 and all related or required certifications and HUD forms, of which the attached document is a part,

as well as all necessary documentation and submissions of the Plan.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/a

STAFF: Evelise Ribeiro, Director of Moving to Work Initiatives

Housing Authority of the City of New Haven

Resolution #06-26/22R

Resolution Authorizing the Approval of MTW Annual Plan for FY 2023

WHEREAS, In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program, and

WHEREAS, In lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs, in accordance with the terms of ECC/HANH's MTW Agreement, and

WHEREAS, Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission; and make the Annual MTW Plan available for public comment for at least thirty (30) days, and

WHEREAS, The MTW Annual Plan for FY 2023 was made available for public review on April 17, 2022, and a public hearing was held on Monday, May 16, 2022; and

WHEREAS, ECC/HANH received no public comments; and

WHEREAS, ECC/HANH met with the Resident Advisory Board (RAB) on Wednesday, May 25, 2022;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS hereby authorizes the submission to the U.S. Department of Housing and Urban Development (HUD) the Moving to Work Annual Plan for FY 2023 and make the following certifications and agreements with HUD in connection with the submission of the Plan and implementation thereof:

1. ECC/HANH published a notice that a hearing would be held, that the MTW FY2023 Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that ECC/HANH conducted a public hearing to discuss the Plan and invited public comment.
2. ECC/HANH took into consideration but did not receive any public or resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners in order to incorporate any public comments into the Annual MTW Plan.
3. ECC/HANH certifies that the Board of Commissioners have reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1.

4. ECC/HANH will carry out the MTW Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

5. The MTW FY2023 Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which ECC/HANH is located.

6. ECC/HANH contains a certification by the appropriate State or local officials that the MTW FY2023 Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for ECC/HANH's jurisdiction and a description of the manner in which the MTW Plan is consistent with the applicable Consolidated Plan.

7. ECC/HANH will affirmatively further fair housing by examining its programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require ECC/HANH's involvement and maintain records reflecting these analyses and actions.

8. ECC/HANH will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

9. ECC/HANH will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

10. ECC/HANH will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation² at 24 CFR Part 135.

11. ECC/HANH will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

12. ECC/HANH will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. ECC/HANH will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. ECC/HANH will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. ECC/HANH will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, ECC/HANH will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

16. With respect to public housing ECC/HANH will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. ECC/HANH will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

18. ECC/HANH will comply with the Lead-Based Paint Poisoning Prevention Act and

24 CFR Part 35.

19. ECC/HANH will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

20. ECC/HANH will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.

21. All attachments to the MTW Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of ECC/HANH and at all other times and locations identified by ECC/HANH in its Plan and will continue to be made available at least at the primary business office of ECC/HANH.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 21, 2022

Karen DuBois-Walton
President/Secretary

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

To: Board of Commissioners

Date: June 21, 2022

From: Karen DuBois-Walton, President

RE: Resolution Authorizing the Approval of MTW Annual Plan for FY 2023

ACTION: Recommend that the Board of Commissioners adopt Resolution #XXXX

TIMING: Immediately.

DISCUSSION: In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program.

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Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. ECC/HANH agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided.

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as well as all necessary documentation and submissions of the Plan.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/a

STAFF: Evelise Ribeiro, Director of Moving to Work Initiatives

Housing Authority of the City of New Haven

Resolution #XXXX

Resolution Authorizing the Approval of MTW Annual Plan for FY 2023

WHEREAS, In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program, and

WHEREAS, In lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs, in accordance with the terms of ECC/HANH's MTW Agreement, and

WHEREAS, Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission; and make the Annual MTW Plan available for public comment for at least thirty (30) days, and

WHEREAS, The MTW Annual Plan for FY 2023 was made available for public review on April 17, 2022, and a public hearing was held on Monday, May 16, 2022; and

WHEREAS, ECC/HANH received no public comments; and

WHEREAS, ECC/HANH met with the Resident Advisory Board (RAB) on Wednesday, May 25, 2022;

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1. ECC/HANH published a notice that a hearing would be held, that the MTW FY2023 Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that ECC/HANH conducted a public hearing to discuss the Plan and invited public comment.
2. ECC/HANH took into consideration but did not receive any public or resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners in order to incorporate any public comments into the Annual MTW Plan.
3. ECC/HANH certifies that the Board of Commissioners have reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1.

4. ECC/HANH will carry out the MTW Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

5. The MTW FY2023 Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which ECC/HANH is located.

6. ECC/HANH contains a certification by the appropriate State or local officials that the MTW FY2023 Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for ECC/HANH's jurisdiction and a description of the manner in which the MTW Plan is consistent with the applicable Consolidated Plan.

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10. ECC/HANH will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation² at 24 CFR Part 135.

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14. ECC/HANH will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. ECC/HANH will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, ECC/HANH will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

16. With respect to public housing ECC/HANH will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. ECC/HANH will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

18. ECC/HANH will comply with the Lead-Based Paint Poisoning Prevention Act and

24 CFR Part 35.

19. ECC/HANH will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

20. ECC/HANH will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.

21. All attachments to the MTW Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of ECC/HANH and at all other times and locations identified by ECC/HANH in its Plan and will continue to be made available at least at the primary business office of ECC/HANH.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 21, 2022

Karen DuBois-Walton
President/Secretary

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
MOVING TO WORK (MTW) FY2023 ANNUAL PLAN**

Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. The Agency agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided.

The thirty (30) days comment period begins on Sunday, April 17, 2022 and copies of the Moving to Work (MTW) FY2023 Plan, will be made available on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCCommunities or via Facebook www.facebook.com/ElmCityCommunities.

You are invited to provide written comments addressed to: ECC/HANH, Moving to Work FY2023 Annual Plan, Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 or via email to: eribeiro@elmcitycommunities.org.

Pursuant to said Section II (C), a public hearing where public comments will be accepted and recorded is scheduled for Monday, May 16, 2022 at 4:00pm via: RingCentral: <https://v.ringcentral.com/join/975943490?pw=2e34ff6769797e68e96a95bb953d0d81>, Meeting ID: 975943490, Password: yozWY5m3ib.

Or dial 1 (650) 419-1505 Access Code / Meeting ID: 975943490 Dial-in password: 9699956342

Any individual requiring a Reasonable Accommodation to participate in the hearing may call the Reasonable Accommodation Manager (203) 498-8800, ext. 1507 or at the TDD Number (203) 497-8434.

**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
(ECC/HANH) MOVIMIENTO AL TRABAJO (MTW) PLAN ANUAL FY2023**

La Sección II (C) del Acuerdo de Traslado al Trabajo de la Autoridad (el "Acuerdo") requiere que ECC/HANH celebre al menos una audiencia pública por presentación de MTW anual y que el Plan de MTW anual esté disponible para comentario público durante al menos treinta (30) días. La Agencia acepta tener en cuenta los comentarios públicos sobre el diseño del programa, incluidos los comentarios de los inquilinos/participantes actuales en la medida en que se proporcionen dichos comentarios.

El período de comentarios de treinta (30) días comienza domingo 17 de abril de 2022 y las copias del Plan Moving to Work (MTW) FY2023 estarán disponibles en el sitio web de la agencia www.elmcitycommunities.org o a través de Twitter, www.twitter.com/ECCCommunities o a través de Facebook www.facebook.com/ElmCityCommunities.

Lo invitamos a proporcionar comentarios por escrito dirigidos a: ECC/HANH, Moving to Work FY2023 Annual Plan, Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

De conformidad con dicha Sección II (C), una audiencia pública donde se aceptarán y registrarán los comentarios públicos está programada para el lunes 16 de mayo de 2022 a las 4:00 p. m. a través de: RingCentral: <https://v.ringcentral.com/join/975943490?pw=2e34ff6769797e68e96a95bb953d0d81>, ID de reunión: 975943490, Contraseña: yozWY5m3ib.

O marque 1 (650) 419-1505

Código de acceso / ID de reunión: 975943490

Contraseña de marcación: 9699956342

Cualquier persona que requiera una Adaptación Razonable para participar en la audiencia puede llamar al Gerente de Adaptación Razonable (203) 498-8800, ext. 1507 o al Número TDD (203) 497-8434.

Housing Authority of the City of New Haven/Elm City Communities
Public Hearing: MTW FY2023
Monday, May 16, 2022
360 Orange Street, New Haven, CT 06511
(Via RingCentral teleconference)

Those present included:

Evelise Ribeiro, ECC/HANH

Catherine Hawthorne, ECC/HANH

Haley Vincent, ECC/HANH

Itsuannette Torres, ECC/HANH

John Murray, ECC/HANH

Marissa Godwin, ECC/HANH

Madeline Vereen, Trinity Management Company

Amaryllis Veira, 360 Management

The public hearing was called to order at 4:00 p.m. by Evelise Ribeiro, Director of Compliance and Moving to Work Initiatives.

Ms. Ribeiro read the legal notice aloud which stated the reason the public hearing was being called. She noted that the notice was in English and Spanish and both versions would be submitted for the record.

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES/HOUSING AUTHORITY OF NEW HAVEN (ECC/HANH)
MOVING TO WORK (MTW) FY2023 ANNUAL PLAN**

Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. The Agency agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided are provided.

The thirty (30) days comment period begins on Monday, April 17, 2022 and copies of the Moving to Work (MTW) FY2023 Plan, will be made available on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCommunities or via Facebook www.facebook.com/ElmCityCommunities.

You are invited to provide written comments addressed to: ECC/HANH, Moving to Work FY2023 Annual Plan, Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 or via email to: eribeiro@elmcitycommunities.org.

Pursuant to said Section II (C), a public hearing where public comments will be accepted and recorded is scheduled for Monday, May 16, 2022 at 4:00pm via:

RingCentral: <https://v.ringcentral.com/join/975943490?pw=2e34ff6769797e68e96a95bb953d0d81>,
Meeting ID: 975943490, Password: yozWY5m3ib.

Or dial 1 (650) 419-1505
Access Code / Meeting ID: 975943490
Dial-in password: 9699956342

Any individual requiring a Reasonable Accommodation to participate in the hearing may call the Reasonable Accommodation Manager (203) 498-8800, ext. 1507 or at the TDD Number (203) 497-8434.

**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM/AUTORIDAD DE VIVIENDA DE NEW HAVEN
(ECC/HANH) MOVIMIENTO AL TRABAJO (MTW) PLAN ANUAL FY2023**

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Public Comments

At 4:05 pm., the meeting was opened to take public comments.

At 4:08 pm, there was a second call for public comments.

At 4:11 pm, there was a third call for public comments.

At 4:18 pm, there was fourth call for public comments.

There were no public comments.

Adjournment:

Ms. Ribeiro thanked the participants and the public hearing was adjourned at 4:18 pm.

Housing Authority of the City of New Haven/Elm City Communities
MTW FY2023
Resident Advisory Board (RAB) Meeting Minutes
Wednesday, May 25, 2022; 5:00pm
360 Orange Street, New Haven, CT 06511
(Via RingCentral teleconference)

Those present included:

Evelise Ribeiro, ECC/HANH

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
MOVING TO WORK (MTW) FY2023 ANNUAL PLAN**

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**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
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MOVING TO WORK ANNUAL PLAN 2023

Submitted: xxxx

DRAFT



Housing Authority of New Haven

PO Box 1912

New Haven, CT 06519

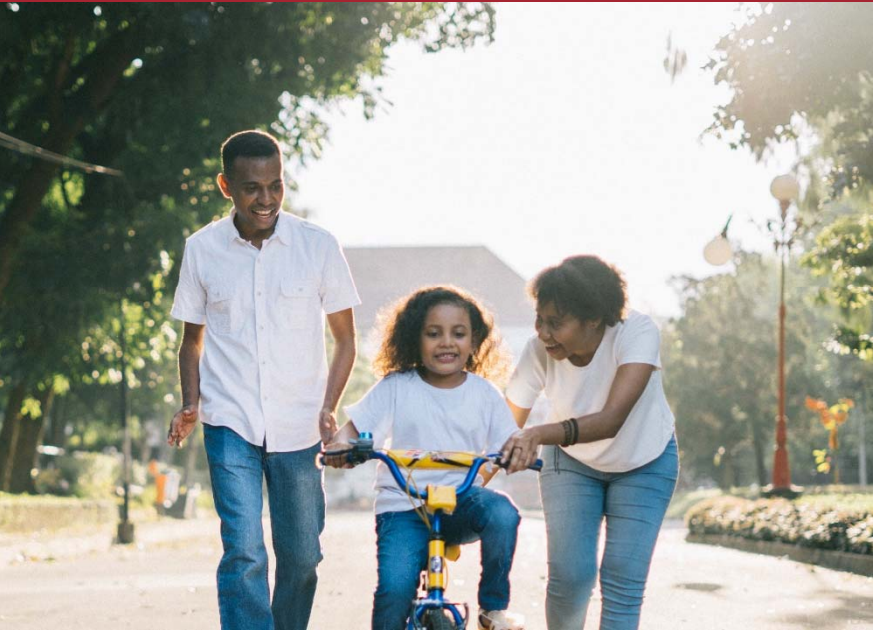
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New Haven, CT 06510

203.498.8800

TDD 203.497.8434

www.elmcitycommunities.org



City of New Haven

Mayor

Justin Elicker

Elm City Communities / Housing Authority of New Haven

Board of Commissioners

Erik Clemons, Chairman

William Kilpatrick, Commissioner

Elmer Rivera Bello, Commissioner

Alberta Witherspoon, Commissioner

Danya Keene, Commissioner

President

Karen DuBois-Walton, Ph.D.

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I. INTRODUCTION

In 2001, the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH) was awarded Moving to Work (MTW) status as part of the federal MTW Demonstration Program. ECC/HANH is one of thirty-nine housing authorities nationwide selected for participation in the MTW Demonstration Program. During ECC/HANH's MTW term, in lieu of the standard PHA Annual Plan and Five-Year Plan documents, ECC/HANH is required to develop and submit to HUD, MTW annual plans and reports that articulate ECC/HANH's key policies, objectives, strategies, impact and outcomes for administration of its federal housing programs to most effectively address local needs, in accordance with the terms of ECC/HANH's MTW Agreement.

What Is Moving to Work?

Congress established the MTW Demonstration Program in 1996. The MTW Demonstration Program is a pilot project that provides greater flexibility to HUD and to MTW PHAs to design and test innovative local approaches for housing assistance programs that more effectively address the housing needs of low-income families in our local communities. The purpose of the MTW program, as established by Congress, is to identify innovative local approaches for providing and administering housing assistance that accomplish 3 primary goals:

1. To reduce costs and achieve greater cost effectiveness in federal expenditures.
2. To give incentives to families with children where the head of household is working, is seeking to work, or is preparing to work by participating in job training, educational programs, or programs that assist people to obtain employment and become economically self-sufficient.
3. To increase housing choice for low income families.

Through the MTW program, MTW agencies may request exemptions or waivers from existing regulations to pursue strategies that may result in more effective operations and services to low-income families, according to local needs and conditions. The MTW program also provides greater budget flexibility, as MTW agencies may pool funding from several HUD programs to allocate resources according to local determinations of the most effective use of funds to address local needs.

The MTW program also provides greater flexibility in planning and reporting. MTW agencies may be exempted from routine program measures, such as HUD's Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) if these measures do not accurately reflect the agency's performance. ECC/HANH has elected exemption from PHAS and SEMAP reporting.

ECC/HANH Participation In MTW

ECC/HANH's MTW program and flexibility includes, and is limited to, the following HUD programs:

- Public Housing Operating Fund
- Public Housing Capital Fund
- Section 8 (HCV) Program

According to the MTW Agreement, ECC/HANH's MTW program does not include HUD grant funds committed to specific grant purposes, namely:

- ECC/HANH's HOPE VI grants for Monterey Place
- ECC/HANH's HOPE VI grants for Quinnipiac Terrace/Riverview
- Rental Assistance Demonstration (RAD) Grants

- Any future HOPE VI Revitalization grants
- Other competitive grant funds awarded for specific purposes

These grant funded programs committed to specific purposes require ECC/HANH to provide periodic reports to HUD. Although these grant funded programs are not included in ECC/HANH's MTW program, ECC/HANH has included information, where relevant, regarding these grant funded programs in this MTW Annual Plan for FY23.

ECC/HANH's original MTW Agreement with HUD became effective retroactively on October 1, 2000. The initial seven-year term of ECC/HANH's MTW status expired on September 30, 2008. HUD proposed a new, revised MTW Agreement that would provide MTW status for 10 years. ECC/HANH executed the Amended and Restated Moving to Work Agreement on May 2, 2008. The Amended and Restated MTW Agreement governs ECC/HANH's MTW status through 2018. ECC/HANH made the agreement available for public review and comment for a 30-day period and conducted a public hearing at the end of the review period. The public hearing was conducted on February 25, 2008. The ECC/HANH Board of Commissioners approved the Amended and Restated MTW Agreement through Resolution No. 02-22/08-R on February 26, 2008.

ECC/HANH's redevelopment plans require flexible use of Section 8 and 9 funds to develop affordable housing for families at or below 80% of area median income (AMI); therefore, ECC/HANH has executed the Second Amendment to its Restated and Amended Moving to Work Agreement with HUD that clarifies such authority.

On April 15, 2016 HUD communicated its intention to extend MTW agreements for an additional 10 years beyond the current extension date or until 2028.

On June 16, 2020, ECC/HANH's Board of Commissioners authorized the Fourth Amendment to Attachment C of the Moving to Work Agreement clarifying updates to sections D.1.f, D.5. D.7.A and D.7.D.

ECC/HANH's MTW program is the product of an extensive planning process, conducted initially from 1998-2000, to establish long-term plans for improving our agency's operations and for transforming our public housing stock. During 2006-2007, ECC/HANH engaged in a planning process to update and reinvigorate our agency's plans. ECC/HANH developed a Three-Year Strategic Plan from FY07 to FY09. During 2009-2010, ECC/HANH again engaged in a planning process to re-evaluate and provide continuity to the original Three-Year Strategic plan. In 2015 ECC/HANH updated its strategic plan and issued the Strategic Plan for 2015-2018. ECC/HANH developed its updated strategic playbook in 2018 and updates it regularly.

The ECC/HANH Moving to Work Annual Plan follows, emphasizing our focus on the following short- and long-term goals. The Agency, in all its departments functions as One Team Meeting Expectations.

DELIVER COST EFFECTIVE SOLUTIONS

1. Continue to expand streamlined process such as self-certification for HQS inspections and rent simplification models
2. Invest in technology to add additional functionality – e.g., online housing applications; self-service access for applicants, residents and landlords; web-based payments to vendors and landlords
3. Provide services to local public housing agencies
4. Invest in energy efficiency
5. Complete RAD conversion opportunities within housing portfolio

EXPAND HOUSING CHOICE

1. Complete revitalization of West Rock community through McConaughy Terrace, Valley Townhouses and Westville Manor and 34 Level St. redevelopments
2. Increase market-rate homeownership opportunities
3. Partner with local government and non-profit entities to increase the supply of affordable housing
4. Complete redevelopment of Farnam Court/Mill River
5. Continue modernization and capital investment in current housing portfolio
6. Continue progress toward meeting goal of 10% Uniform Federal Accessibility Standards (UFAS) compliant units agency-wide

HELP FAMILIES REACH SELF-SUFFICIENCY

1. Continue to implement MTW CARES initiative to move families toward self-sufficiency with program evaluation and documentation of impact findings
2. Support residents' entrepreneurial endeavors
3. Offer cost-effective training programs with increasing resident participation
4. Partner with local school system to support student academic progress and attainment
5. Support families' transition to self-sufficiency.

DELIVER COST EFFECTIVE SOLUTIONS

1. Explore regional provision of housing authority services on a fee-for-service basis
2. Complete disposition and/or conversion of remaining non-performing assets
3. Continue investment in technology to reduce administrative burden and create model wired and wireless communities
4. Continue investment in energy efficiency initiatives

EXPAND HOUSING CHOICE

1. Complete final revitalization effort of ECC/HANH's public housing stock through revitalization/redevelopment or disposition of remaining poor-performing assets
2. Address housing crisis experienced by marginalized populations.
3. Promote housing opportunities in the public housing and HCV program for income-eligible work-able families
4. Use housing choice vouchers to promote development of mixed-income, mixed-finance housing opportunities in non-ECC/HANH developments

HELP FAMILIES REACH SELF-SUFFICIENCY

1. Develop transitional models of assistance that move families toward self-sufficiency and away from subsidized housing in progressive steps
2. Expand resident-owned business initiative to increase the number of ECC/HANH contracts executed with business enterprises and support these businesses to successfully compete for other external contracts
4. Expand supportive services program – especially critical for effective management of Elderly/Disabled developments – to support families as they move toward self-sufficiency
5. Expand partnerships with local school system to support student academic progress and educational attainment

OVERVIEW OF MTW INITIATIVES

Label	Description	Cost Effective	Expand Housing Choice	Increase Self-Sufficiency	FY Approved	Status
1.1	Development of Mixed-Use Development of 122 Wilmot Road		<input checked="" type="checkbox"/>		2009	Closed ¹
1.2	Local Total Development Cost (TDC) Limits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2009	Ongoing
1.3	Fungibility of MTW Funds	<input checked="" type="checkbox"/>			2012	Ongoing ²
1.4 & 1.10	Defining Income Eligibility for the Project-Based Voucher Programs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2012	Ongoing
1.5	HCV Preference and Set-Aside for Victims of Foreclosures		<input checked="" type="checkbox"/>		2009	Closed ³
1.6	Deconcentration of Poverty (Promote Expanded Housing Opportunities for HCV and PBV Programs)		<input checked="" type="checkbox"/>		2008	Ongoing
1.7	Tenant-Based Vouchers for Supportive Housing for the Homeless		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2010	Ongoing
1.9	Increase the Allowed Percentage of Project Based Voucher (PBV) Units from 75 Percent to 100 Percent in a Mixed-Finance Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2012	Moved
1.11	Increase the Percentage of Housing Choice Voucher Budget Authority for the Agency that is Permitted to Project-Base from 20 Percent up to 25 Percent		<input checked="" type="checkbox"/>		2013	Ongoing
1.12	Development of Replacement Public Housing Units with MTW Block Grant Funds		<input checked="" type="checkbox"/>		2013	Ongoing

Label	Description	Cost Effective	Expand Housing Choice	Increase Self-Sufficiency	FY Approved	Status
1.13	Creation of a Commercial Business Venture at 122 Wilmot Road	<input checked="" type="checkbox"/>			2013	Closed ⁴
1.14	Redevelopment of 99 Edgewood Avenue (Dwight Gardens)		<input checked="" type="checkbox"/>		2013	Closed ⁵
1.15-1.17	RAD Finance Development for Rockview Phase II Rental & Westville Manor Transformation Plan (Revised in 2021 to add McConaughy Terrace and Valley Townhouses)		<input checked="" type="checkbox"/>		2014 Revised in 2021	Ongoing
1.16	Crawford Manor Transformation Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2014	Ongoing
1.21	Expanded Jurisdiction		<input checked="" type="checkbox"/>		2019	Ongoing
1.22	Non-traditional Supportive Housing Program		<input checked="" type="checkbox"/>		2019	Ongoing
1.23	St. Luke's Redevelopment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2022	Proposed
1.27	Cap on Project-Based Units in a Project	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		2010	Closed
Label	Description	Cost Effective	Expand Housing Choice	Increase Self-Sufficiency	FY Approved	Status











¹ Project completed

² Fungibility no longer required to be reported as an initiative

³ Initiative completed in 2019

⁴ Project completed

⁵ Project not being pursued

2.1	Family Self-Sufficiency				2007	Ongoing
2.2	Incremental Earned Income Exclusion				2008	Ongoing
2.3	CARES (Caring About Resident Economic Self-Sufficiency)				2012	Ongoing
2.4	Teacher in Residence				2015	Ongoing
2.5	REACH				2019	Ongoing
2.11	Community Health Network of CT (CHNCT)				2022	Proposed
Label	Description	Cost Effective	Expand Housing Choice	Increase Self-Sufficiency	FY Approved	Status
3.1	Rent Simplification				2007	Ongoing
3.2	UPCS Inspections				2008	Closed ⁶
3.3	Revised HQS Inspection Protocol				2011	Closed ⁷

⁶ Initiative no longer requires MTW flexibility

⁷ Initiative was revised and relaunched as item 3.5

3.4	Mandatory Direct Deposit for Housing Choice Voucher Landlords	<input checked="" type="checkbox"/>			2010	Closed ⁸
3.5	HCV Rent Simplification/Cost Stabilization Measures	<input checked="" type="checkbox"/>			2014	Ongoing
3.9	LIPH Income Targeting: Marketing Initiatives for Higher Income Eligible Families	<input checked="" type="checkbox"/>			2008	Closed
Requires Funding Flexibility Only						
Label	Description	Cost Effective	Expand Housing Choice	Increase Self-Sufficiency	FY Approved	Status
1.8F	Farnam Court Transformation		<input checked="" type="checkbox"/>		2011	Ongoing
1.24F	Fulton Park Modernization		<input checked="" type="checkbox"/>		2011	Closed ⁹
1.20F	Redevelopment of West Rock		<input checked="" type="checkbox"/>		FY11	Ongoing
1.25F	Vacancy Reduction – Various Projects		<input checked="" type="checkbox"/>		2008	Ongoing
1.28F	Project Modernization – Various Projects		<input checked="" type="checkbox"/>			Ongoing
2.6F	Resident-Owned Business Development			<input checked="" type="checkbox"/>	2009	Ongoing

⁸ Initiative does not require MTW flexibility

⁹ Redevelopment completed

2.7F	SEHOP Capital Improvement Fund			<input checked="" type="checkbox"/>	2010	Ongoing
2.8F	Prison/Community Re-entry	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	2009	Ongoing
2.9F	Resident Services for Elderly/Disabled Residents			<input checked="" type="checkbox"/>	2005	Ongoing
2.10F	Jumpstart Incentive Program			<input checked="" type="checkbox"/>	2020	Ongoing
2.12F	ECC Believes		<input checked="" type="checkbox"/>		2014	Ongoing
3.11F	Creation of New Instrumentality Entities to Support ECC/HANH Goals and Strategic Planning activities	<input checked="" type="checkbox"/>			2019	Moved ¹⁰

¹⁰ Moved to "MTW Initiatives Requiring Funding Flexibility Only"

II. GENERAL OPERATING INFORMATION

(I) GENERAL OPERATING INFORMATION
ANNUAL MTW PLAN

A. Housing Stock Information

i. Planned New Public Housing Units

New public housing units that the MTW PHA anticipates will be added during the Plan Year.

ASSET MANAGEMENT PROJECT (AMP) NAME AND NUMBER	BEDROOM SIZE						TOTAL UNITS	POPULATION TYPE*	# of Uniform Federal Accessibility Standards (UFAS) Units	
	0/1	2	3	4	5	6+			Fully Accessible	Adaptable
N/A	0	0	0	0	0	0	0	Type (below)	0	0
N/A	0	0	0	0	0	0	0	Type (below)	0	0

Total Public Housing Units to be Added in the Plan Year 0

* Select "Population Type" from: General, Elderly, Disabled, Elderly/Disabled, Other

If "Population Type" is "Other" please describe:

N/A

ii. Planned Public Housing Units to be Removed

Public housing units that the MTW PHA anticipates will be removed during the Plan Year.

AMP NAME AND NUMBER	NUMBER OF UNITS TO BE REMOVED	EXPLANATION FOR REMOVAL
McConaughy Terrace CT004000004	201	Conversion to RAD
Valley Townhomes (Waverly Townhomes CT004000005)	40	Conversion to RAD

AMP NAME AND NUMBER	NUMBER OF UNITS TO BE REMOVED	EXPLANATION FOR REMOVAL
Scattered Site Multi Family	87	Conversion to RAD
TOTAL: Public Housing Units to be Removed in the Plan Year	328	

iii. **Planned New Project Based Vouchers**

Tenant-based vouchers that the MTW PHA anticipates project-basing for the first time during the Plan Year. These include only those in which at least an Agreement to enter a Housing Assistance Payment (AHAP) will be in place by the end of the Plan Year. Indicate whether the unit is included in the Rental Assistance Demonstration (RAD).

PROPERTY NAME	NUMBER OF VOUCHERS TO BE PROJECT-BASED	RAD?	DESCRIPTION OF PROJECT
McConaughy Terrace	201	Yes	RAD conversion
Christian Community Action	18	No	PBV award for non-traditional supportive housing initiative
NHP Foundation	8	No	9% LIHTC award
Hill Central Phase 1	32	No	9% LIHTC award
Dixwell Housing	20	No	9% LIHTC award
Beacon Communities-Branford	40	No	9% LIHTC award for expanded jurisdiction initiative
Scattered Site	87	Yes	RAD Conversion
Valley Townhouses	40	Yes	RAD conversion
2022 RFP for PBV	100	No	Competitive proposals anticipated
TOTAL: Planned new Project Based Units in Plan Year	546		

iv. **Existing Project Based Vouchers**

Housing Choice Vouchers that the MTW PHA is currently project-basing in the Plan Year. These include only those in which at least an AHAP is already in place at the beginning of the Plan Year. Indicate whether the unit is included in RAD. Select "Planned Status at the End of Plan Year" from: Committed, Leased/Issued

PROPERTY NAME	NUMBER OF PROJECT-BASED VOUCHERS	PLANNED STATUS AT END OF PLAN YEAR*	RAD?	DESCRIPTION OF PROJECT
Name	#	Status (below)	Yes/No	Description
PBV Fellowship I	18	Leased	No	New PBV units
PBV Fellowship II	5	Leased	No	100% Supportive Housing
PBV Also Cornerstone (Continuum of Care)	4	Leased	No	100% Supportive Housing units
PBV Norton Court (Continuum of Care)	12	Leased	No	100% Supportive Housing
PBV Cedar Hill	4	Leased	No	100% Supportive Housing
PBV West Village	15	Leased	No	100% Supportive Housing
PBV QT Phase 1	23	Leased	No	LIHTC PBV units
PBV QT Phase 2	23	Leased	No	LIHTC PBV units
PBV QT Phase 3	16	Leased	No	LIHTC PBV units
PBV Eastview Phase I	49	Leased	No	LIHTC PBV units
PBV Brookside Phase I Rental	51	Leased	No	RAD/PBV units
PBV Brookside Phase 2 Rental	51	Leased	No	LIHTC PBV units
PBV Rockview Phase I Rental	47	Leased	No	LIHTC PBV units
PBV New Rowe Building	32	Leased	No	LIHTC PBV units
PBV 122 Wilmot Road	13	Leased	No	LIHTC PBV units
PBV Park Ridge	60	Leased	No	LIHTC PBV units
PBV Frank Nasti Existing	11	Leased	No	PBV units
PBV CUHO Existing	24	Leased	No	Scattered Site PBV families
PBV CUHO New Construction	5	Leased	No	Scattered Sites PBV families
PBV Shartenburg	20	Leased	No	Scattered Sites PBV units Families
Mutual Housing Association New Construction	20	Leased	No	PBV units
PBV Mutual Housing Assoc. (Neighborhood Works/New Horizon)	9	Leased	No	PBV Units
PBV Mutual Housing Existing	15	Leased	No	PBV units
PBV Casa Otonal	12	Leased	No	PBV units
New Haven Coliseum (previously Live Learn Play)	19	Committed	No	PBV units
RAD 122 Wilmot Road	34	Leased	Yes	RAD/PBV
RAD Eastview Phase I	53	Leased	Yes	RAD/PBV

PROPERTY NAME	NUMBER OF PROJECT-BASED VOUCHERS	PLANNED STATUS AT END OF PLAN YEAR*	RAD?	DESCRIPTION OF PROJECT
RAD Ribicoff (Twin Brook)- 9%	44	Leased	Yes	RAD/PBV
Charles T. McQueeney	149	Leased	Yes	RAD/PBV
Winslow Celentano	64	Leased	Yes	RAD/PBV
Howe Street Single Room Occupancy	80	Leased	Yes	RAD/PBV
RAD Ribicoff (Twin Brook) -4%	51	Leased	Yes	RAD/PBV
RAD Fair Haven/ Farnam	55	Leased	Yes	PBV Units and 1 ACC unit
RAD Monterey Place- Edith B Johnson	95	Leased	Yes	RAD converted ACC units
RAD Monterey Place- William Griffin	4	Leased	Yes	RAD converted ACC units
RAD Monterey Place 1	42	Leased	Yes	RAD converted ACC units
RAD Monterey Place 2	7	Leased	Yes	RAD converted ACC units
RAD Monterey Place 3	45	Leased	Yes	RAD converted ACC units
RAD Monterey Place 4	42	Leased	Yes	RAD converted ACC units
RAD Monterey Place 5	17	Leased	Yes	RAD converted ACC units
RAD Monterey Place 2R	28	Leased	Yes	RAD converted ACC units
RAD Prescott Bush	56	Leased	Yes	RAD Converted ACC units
RAD Waverly Townhouses	51	Leased	Yes	RAD converted ACC units
RAD CB Motley	45	Leased	Yes	RAD converted ACC units
RAD Newhall Gardens	26	Leased	Yes	RAD converted ACC units
RAD Katherine Harvey Terrace	17	Leased	Yes	RAD converted ACC units
RAD Fulton Park	12	Leased	Yes	RAD converted ACC units
RAD Chamberlain Court (Justice Landing)	7	Leased	Yes	RAD converted ACC units
RAD Farnam Onsite I	86	Leased	Yes	RAD converted ACC units
RAD 4 (Ruoppolo/Fairmont)	201	Partial Occupancy/Under Construction	Yes	RAD converted ACC units
Rockview Phase 2	62	Leased	Yes	RAD converted ACC units
Portsea Place	8	Leased	No	Supportive Housing for homeless young adults
Total: Planned Existing Project-Based Vouchers	1,939			

v. Planned Other Changes to MTW Housing Stock Anticipated During the Plan Year

Examples of the types of other changes can include (but are not limited to): units held off-line due to relocation or substantial rehabilitation, local, non-traditional units to be acquired/developed, etc.

PLANNED OTHER CHANGES TO MTW HOUSING STOCK ANTICIPATED IN THE PLAN YEAR
The Authority is repositioning its assets and as such will utilize LIPH units for temporary relocation. We anticipate the use of approximately 35 units which will be used as swing units as we make capital improvements.

vi. General Description of Planned Capital Expenditures

Narrative general description of all planned capital expenditures of MTW funds during the Plan Year.

The following plan for MTW FY 23 includes receipt of CFP 2022 funds. ECC/HANH's goal through its MTW status is to provide Housing of Choice in the most cost-effective method possible. Given the funding limitations, our plan is to address the most urgent operational needs within the LIPH portfolio locations that are remaining post-RAD conversions. Our ongoing objectives remain:

- Remediate Life-Health, Safety, Security and Code non-compliance property conditions
- Provide Project results which will save on Operational support- or provide energy savings
- Improve Accessibility
- Reduce vacancies
- Provide best use of CFP funds in coordination with ECC/HANH Operations and The Glendower Group, ECC/HANH's development entity.

During FY 23, ECC/HANH will continue to execute projects that support these goals and improve the remaining portfolio. Properties that are planned for future redevelopment efforts are not prioritized for CFP projects; however, if there is a Life, Health and Safety challenge, we have considered the needs across the entire portfolio.

Several work items in the FY 23 MTW Plan are continuation/implementation of MTW FY 21 and FY 22 Plan projects that were not fully completed by the end of FY 22. In the past year, COVID safety concerns continued to impact work scheduling and project costs. In FY 23, health and safety contracts are completing at Crawford Manor and Robert T. Wolfe, as well as, building envelope and interior work at Essex Townhouses.

Under grant awards, lead abatement is continuing at Scattered Sites West and East properties. Also under grant award, ECC/HANH is continuing to address housing-related hazards: carbon monoxide, radon, mold, associated asbestos and pest infestation. Funds have also been earmarked for Agency wide services and obligations. During FY 22, ECC/HANH performed Physical Needs Assessments Agency wide. Reports generated through these assessments are assisting in planning for capital activities.

1. Crawford Manor Upgrades-Fire Alarm System, Health-Safety, Interiors

- In FY 21 and 22, ECC/HANH performed work to bring the vestibule-entryway into ADA compliance and replaced the fire pump. The existing main distribution panel for the electrical power and fire alarm system are also at the end of estimated useful life. Current codes for the fire alarm system require inclusion of addressable smoke detectors and a communication system in the building for fire fighters in the event of a fire. This essential life safety equipment needed to be replaced to ensure safety for residents and viability in the 15-story apartment tower. In the fall of 2021, ECC/HANH solicited bids for fire alarm replacement and interior repairs that had been deferred until it was deemed safe for contractors to enter occupied units. Bids were significantly over budget and no award made. The project was re-bid in February 2022 for work to begin in FY 22 with completion in FY 23. Renovations based on targeted priorities from health and safety assessment will occur in FY 23. The planned expenditure for FY 23 is \$2,000,000. Full project cost spanning FY 22 through FY 23 is \$4,500,000.

2. Wolfe: Health and Safety Repairs

- ECC/HANH identified life, health and safety needs at Robert T. Wolfe that will be addressed pending the development of future major redevelopment plans for this location. COVID safety concerns impacted the scheduling of work. . Phase 1 work was initiated in FY 21 and included repairs to the building entrance and common areas that did not require entry into occupied residential units. This included an ADA compliant entry, community room, community kitchen drainage, laundry room and corridor upgrades. Phase 2 was initiated in FY 22 and included interior repairs--asbestos flooring replacement, asbestos-containing wall and ceiling repairs, electrical, plumbing and some domestic hot water heater replacements requiring residents to be temporarily relocated from their units. Contract close out may continue into FY 23. Planned Expenditure: \$150,000

3. Essex Interior/Building/Site Upgrades

- Non-RAD conversion family development. Due to COVID, ECC/HANH began with rear patio fence separations and basement abatement in FY 21. These activities did not require entrance into occupied apartments. Next in FY 22, ECC/HANH moved forward to address the exterior building envelope to replace roofs, gutters, siding, windows and AC sleeves. With expected long lead time for delivery of construction materials, work is expected to continue into FY 23. This work represents a major commitment to the property to preserve and upgrade the units. In addition, replacement of damaged basement access hatches and foundations and carport repairs are planned. Planned Expenditure: \$400,000

4. Scattered Sites Interior/Building/Site Upgrades

Scattered Sites West Interior Building/ Site Upgrades

Non-RAD conversion development. Units need kitchen and bathroom upgrades; interior doors, walls, ceilings, floors appliances; fences, sidewalks, lighting, building envelope and exterior repairs, code upgrades, site structure repairs and replacement related to life health and safety issues, etc. There is a backlog of unfunded needs – the properties need more work than there are Capital Funds to address the work. Planned Expenditure: \$100,000.

Scattered Sites East Interior/Building/Site Upgrades

Non-RAD conversion development. Units need kitchen and bathroom upgrade; interior doors, walls, ceilings, floors, appliances, fences, sidewalks, lighting, building envelope and exterior repairs, code upgrades, etc. There is a backlog of unfunded needs – the properties need more work than there are Capital Funds to address the work . Planned Expenditure: \$200,000

Scattered Sites (SS) Multifamily Interior/Building/Site Upgrades

There are 8 remaining SS Multifamily public housing units that are not converting to RAD. They are 7 units at Chamberlain Court condominiums plus 1 unit (76 Glen Haven Rd.), from prior RAD Justice Landing project that did not convert and remained as public housing. These 8 units will still need work.

Units need kitchen and bathroom upgrades; interior doors, walls, ceilings floors, appliances, fences, sidewalks, lighting, building envelope and exterior repairs, code upgrades, etc. Backlog of unfunded needs There is a backlog of unfunded needs – the properties need more work than there are Capital Funds to address the work. Planned Expenditure: \$75,000. The properties are:

5. Lead Paint Abatement—McConaughy, Essex, SS West, SS East

- ECC/HANH received a HUD Lead Based Paint grant for McConaughy, Essex, Scattered Sites West and Scattered Sites East. Inspections-risk assessments were initiated in FY 19 and the abatement plans were developed in FY20. COVID safety concerns impacted the scheduling of the work.. ECC/HANH performed interim controls on the building exteriors that did not necessitate entry into the occupied apartments and solicited contractors in nine groupings for the abatement work that required access to unit interiors. Prior to COVID shut down, interim control measures were also completed on a few of the 2- and 3-family homes. The Essex lead-based paint abatement contract work was completed in FY 21. In FY 22, ECC/HANH completed lead abatement in 15 of the highest priority Scattered Site West units. ECC/HANH was unsuccessful in securing responsive-responsible bids for the remaining properties. A new HUD Lead-Based Paint abatement Grant 2020, \$3.7 million, which was awarded in May 2021, permitted ECC/HANH to target removal of lead-based paint in the scattered site properties, instead of encapsulation and ECC/HANH was able to solicit bids for the remaining properties. During FY 22, ECC/HANH worked with consultants to prepare revised scopes of work and prepared bid solicitation for abatement contracts that will continue into FY 23. Planned Expenditure: \$2,000,000

6. Housing-Related Hazards Abatement

- ECC/HANH received a 2020 HUD Housing-Related Hazards grant award to address carbon monoxide, radon, mold and associated asbestos abatement, and pest infestation. Limited amounts of mold abatement were performed in FY 22. Solicitations were initiated in FY 22 with abatement continuing into FY 23. Initial projects are for Radon and Carbon Monoxide and Smoke detectors throughout the ECC/HANH LIPH portfolio. Planned Expenditure: \$1,500,000

The following are agency wide funding projects:

7. Agency Wide Vacancy Reduction

- Funds are allocated for abatement costs and vacancy reduction efforts that may occur during FY 23. Planned Expenditure: \$50,000

8. Two (2) types of Indefinite Quantity Contracts form the backbone of our Planning & Modernization and Glendower Design team. These services provide us a quicker procurement time as projects unfold, as well as the ability to continually select the best, most cost-effective design solution.

- **Indefinite Quantity Contract (IQC) Architectural & Engineering Consulting Services** Planned Expenditure: \$200,000
- **IQC Environmental Consulting Services** Planned Expenditure: \$250,000

9. Administration Salaries & Benefits (CFP and MTW funding)

Staff salaries and benefits in support of CFP FY 23 activities.

In addition P&M will be soliciting for Construction Monitoring services including an administrative position focusing on Davis-Bacon Wage interviews, Certified Payroll review and tracking and in field activities. Senior level Construction Monitoring services will support the multiple and labor intense projects currently in play without the long term commitment, given the shrinking LIPH portfolio and future reduced need for in-house staff. This flexibility will allow ECC/HANH to ability to add or subtract staff based on project load. Planned Expenditure: \$350,000 CFP and \$175,000 MTW

10.RAD Initial Year Funding Tool Costs

- CFP formula funds are allocated for RAD conversions for initial year funding, for the remaining months of the calendar year, from the Housing Assistance Payments (HAP) contract effective dates. RAD conversions: Valley Townhouses, McConaughy Terrace, Westville Manor and Scattered Sites Multifamily. Planned Expenditure: \$690,825

11. CFFP Bond Debt

- ECC/HANH leveraged CFP funds for the development of Brookside Phase 1 Rental. Bond Debt is paid from Capital Fund allocations in accordance with HUD repayment schedule. Planned Expenditure: \$362,737.50

ECC/HANH's Reference to most Recent HUD-approved Five-Year Plan:

Updated rolling five-year plan for FY2021-2025 submitted in EPIC 3-25-21 and approved 5-12-21.

FY2017-2021 Five-Year Plan Revision 1 for 2017 lead paint grant approved in EPIC 8-12-21.

FY2020-2024 Five-Year Plan Revision 1 for 2020 lead-based paint grant approved in EPIC 6-9-21.

FY2020-2024 Five Year Plan Revision 2 for 2020 Housing-Related Hazards Grant approved in EPIC 10-1-21.

Long-term outcomes of the planned FY 23 work will reflect the MTW Short Term Strategic plan goals to make further increases in Housing of Choice and Accessibility, to ensure Organizational Sustainability with development of housing through the Glendower Group, Inc. and to ensure Cost Effectiveness through reducing Total Development Costs and replacement of obsolete building systems.

Description	MTW Goal or Initiative	Capital Expenditures Planned FY 2023	CFP Total	MTW Total	Other Total	Total Estimated Project Cost	Comments
Crawford Interior & Exterior Upgrade, including Health & Safety Work Items	Continue modernization and capital investment in current housing portfolio	\$2,000,000	\$2,000,000	\$0	\$0	\$4,200,000	In FY 2021, ECC undertook building assessment to set health & safety priorities. In FY 2023, we continue with projects initiated in prior MTW years. Included in health & safety work is the fire alarm system with addressable smoke detectors and replacement of the Main Distribution Panel, both at the end of Estimated useful life and essential to resident and building safety. Project bid in fall 2021. Responses over budget; no award. Re-bid Feb. 2022 for work to be performed in FY 2023. COVID safety protocol impacted implementation of repairs inside resident units.
Wolfe Health-Safety Work: Interior-Exterior Upgrade	Continue modernization and capital investment in current housing portfolio	\$150,000	\$150,000	\$0	\$0	\$2,250,000	Following a health & safety building assessment, due to COVID, began with essential repairs and common areas upgrades in FY 2021. In FY 2022, moved forward with interior building repairs as Phase II. Scope required resident temporary relocation. Final completion in FY 2023.

Essex Health-Safety Work: Interior/Exterior Upgrade	Continue modernization and capital investment in current housing portfolio	\$400,000	\$300,000	\$100,000	\$0	\$2,300,000	Due to COVID, began with rear patio fence separations & basement asbestos abatement with completion in FY 2022. Moved forward with exterior envelope (roof, gutters, siding, windows, sliding glass doors, AC sleeves) & interior building repairs bid, including replacement of bathrooms and damaged flooring. Construction proceed date Dec. 2021. Long lead times for materials. Work to continue into FY 2023, requiring relocation of residents. Additional new project to address Replacement of Basement access doors and Foundations, failing Carports and replacement of non-code compliant entry stoops.
Scattered Sites West Interior/Building/Site Upgrades	Vacancy Reduction-Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$100,000	\$100,000	\$0	\$0	\$2,000,000	Non-RAD conversion development. Units need kitchen & bathroom upgrade; interior doors, walls, ceilings, appliances, fences, sidewalks, lighting, bldg. exterior repairs, etc. Backlog of unfunded needs.
Scattered Sites East Interior/Building/Site Upgrades	Vacancy Reduction-Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$200,000	\$200,000	\$0	\$0	\$3,000,000	Non-RAD conversion development. Units need kitchen & bathroom upgrade; interior doors, walls, ceilings, appliances, fences, sidewalks, lighting, bldg. exterior repairs, etc. Backlog of unfunded needs.
Scattered Sites Multifamily Non-RAD Locations Interior/Building/Site Upgrades	Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$75,000	\$75,000	\$0	\$0	\$200,000	There are 8 remaining SS Multifamily LIPH units that are not converting to RAD. Units need kitchen & bathroom upgrade; interior doors, walls, ceilings, appliances, etc. Backlog of unfunded needs.

Continuation of Lead-Based Paint Abatement at SS West- SS East (CFP & LBP Grant)	Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$2,000,000	\$2,000,000	\$0	\$0	\$4,700,000	Continue lead paint abatement and related repairs where identified by inspection-risk assessments. Work initiated in FY 2021 & expected to continue into FY 2022 & FY 2023. Abatement costs were anticipated to exceed initial lead paint grant award and be funded through non-lead CFP. New lead abatement grant awarded May 2021 allowing for more permanent lead removal instead of encapsulation.
Continuation of Housing-Related Hazards Grant activities	Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$1,500,000	\$1,500,000	\$0	\$0	\$3,999,993	Continue housing-related hazards abatement activities initiated in FY 2022.
Agency Wide Vacancy Reduction/Unit Abatement	Vacancy Reduction-Expand housing choice; Continue modernization and capital investment in current housing portfolio	\$50,000	\$50,000	\$0	\$0	\$50,000	Funds are allocated for abatement costs and vacancy reduction efforts that may occur during FY 2022.
IQC A&E	Continue modernization and capital investment in current housing portfolio	\$200,000	\$200,000	\$0	\$0	\$500,000	A&E consultant firms assist with design & construction management needs agency wide.
IQC Environmental	Continue modernization and capital investment in current housing portfolio	\$250,000	\$250,000	\$0	\$0	\$500,000	Environmental consultant firms assist with potential hazardous materials testing, preparation of scopes and abatement monitoring needs agency wide.
Administration Salaries-Benefits (CFP & MTW)	Continue modernization and capital investment in current housing portfolio	\$525,000	\$350,000	\$175,000	\$0	\$525,000	Covers portion of 3 staff salaries & benefits to support CFP activities; Other funding supporting Construction Monitor and Davis-Bacon wages administrator.

RAD Initial Year Funding Tool Costs	Expand housing choice	\$690,825	\$690,825	\$0	\$0	\$690,825	As required by HUD, CFP formula funds are allocated for RAD conversions for the anticipated months of calendar year remaining from the Housing Assistance Payment (HAP) Contract effective dates. Estimated amount for Valley, McConaughy, Westville and SS Multi initial year funding.
CFFP Bond Debt	Expand housing choice	\$362,737.50	\$362,737.50	\$0	\$0	\$362,737.50	Post defeasance bond debt FY 2023 in accordance with HUD repayment schedule. Payments are made in March and September.
Total		\$8,503,563	\$8,228,563	\$275,000	\$0	\$25,278,556	

B. LEASING INFORMATION

i. Planned Number of Households Served

Snapshot and unit month information on the number of households the MTW PHA plans to serve at the end of the Plan Year.

PLANNED NUMBER OF HOUSEHOLDS SERVED THROUGH:	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED*	PLANNED NUMBER OF HOUSEHOLD TO BE SERVED**
MTW Public Housing Units Leased	8808	734
MTW Housing Choice Vouchers (HCV) Utilized	71,844	5,987
Local, Non-Traditional: Tenant-Based^	48	4
Local, Non-Traditional: Property-Based^	0	0
Local, Non-Traditional: Homeownership^	0	0
Planned Total Households Served:	80,700	6,725

* “Planned Number of Unit Months Occupied/Leased” is the total number of months the MTW PHA plans to have leased/occupied in each category throughout the full Plan Year.

** “Planned Number of Households to be Served” is calculated by dividing the “Planned Number of Unit Months Occupied/Leased” by the number of months in the Plan Year.

^ In instances when a local, non-traditional program provides a certain subsidy level but does not specify several units/households to be served, the MTW PHA should estimate the number of households to be served.

LOCAL, NON-TRADITIONAL CATEGORY	MTW ACTIVITY NAME/NUMBER	PLANNED NUMBER OF UNIT MONTHS OCCUPIED/LEASED *	PLANNED NUMBER OF HOUSEHOLDS TO BE SERVED*
Tenant-Based	Community Health Network of CT Health/Housing Initiative (CHNCT)	48	4
Property-Based	N/A	0	0
Homeownership	N/A	0	0

* The sum of the figures provided should match the totals provided for each local, non-traditional category in the previous table.

Figures should be given by individual activity. Multiple entries may be made for each category if applicable.

The planned number of units for LIPH is based on the number of units ECC/HANH expects to have at the beginning of the fiscal year based on:

- expected completion of development projects
- 95% to 98% occupancy rate
- historical average number of new admissions
- historical average number end of participations

The planned number of LNT units is based upon the anticipated utilization in the CHNCT initiative with lease up beginning in FY2023.

ii. **Discussion of Any Anticipated Issues/Possible Solutions Related to Leasing**
 Discussions of any anticipated issues and solutions in the MTW housing programs listed.

HOUSING PROGRAM	DESCRIPTION OF ANTICIPATED LEASING ISSUES AND POSSIBLE SOLUTIONS
MTW Public Housing	ECC/HANH is holding 35 LIPH units offline under an approved Master Lease agreement to facilitate relocations related to RAD conversions. These units are used as swing units during redevelopment activities. ECC/HANH has a robust waitlist and turnover management strategy that will minimize other leasing issues.
MTW Housing Choice Voucher	ECC/HANH reopened the HCV waitlists during FY21. ECC/HANH has recently purged its HCV waitlists and has transitioned to an online portal.. However, due to the current housing stock and eviction moratorium we anticipate some delays in lease ups.
Local, Non-Traditional	The planned number of LNT units is based upon the anticipated utilization in the CHNCT initiative with lease up beginning in FY2023

C. **WAITING LIST INFORMATION**

i. **Waiting List Information Anticipated**

Snapshot information of waiting list data as anticipated at the beginning of the Plan Year. The “Description” column should detail the structure of the waiting list and the population(s) served.

WAITING LIST NAME	DESCRIPTION	NUMBER OF HOUSEHOLDS ON WAITING LIST	WAITING LIST OPEN, PARTIALLY OPEN OR CLOSED	PLANS TO OPEN THE WAITING LIST DURING THE PLAN YEAR
LIPH	Site based. Not population specific.	20,394	Open	Yes
HCV	Program specific. Not population specific.	23,335	Open	Yes

Please describe any duplication of applicants across waiting lists:

Applicants can apply for more than one program within ECC/HANH. Numbers provided for each waitlist are not duplicated. ECC/HANH waitlists remain open. Applications have increased dramatically since the Applicant portal has opened and it easier for applicants to apply for the various waiting lists.

ii. **Planned Changes to Waiting List in the Plan Year**

Please describe any anticipated changes to the organizational structure or policies of the waiting list(s), including any opening or closing of a waiting list, during the Plan Year.

WAITING LIST NAME	DESCRIPTION OF PLANNED CHANGES TO WAITING LIST
LIPH	No anticipated changes during the plan year.
HCV	No anticipated changes during the plan year.

ECC/HANH anticipates serving approximately 6,400 families during FY 2023. During the 2001 baseline year, ECC/HANH served a total of 4,827 families. Current projected numbers reflect an increase of approximately 1,500 families or approximately 30% indicating that MTW status has continuously allowed ECC/HANH to increase the number of families being served.

The vast majority of families fall in the Extremely Low-Income category with 77% of LIPH and 77% of HCV families in this income category. 38% percent of LIPH families and 34% of HCV families earn wages. The percentage of families reporting no income are 8% of LIPH and 4% of HCV families.

80% of households in LIPH range from 1 person to 3 person families and 82% of households in HCV, range from 1 person to 3 person families. The following table summarizes the population demographics.

ECC/HANH Population Demographics -FY21[1]					
	LIPH		HCV		Total
	2021		2021		2021
Total Households	978	17%	4,945	83%	5,923
Total Individuals	2,404	18%	10,973	82%	13,377
Average Income	\$17,564.00		\$17,060.00		
Average TTP	\$398.00		\$396.00		
Households with Extremely low income	752	77%	3821	77%	4573
Households with Very Low income	131	13%	807	16%	938
Households with Low income	40	4%	205	4%	245
Households Above low income	55	6%	112	2%	167
Households with No income	81	8%	174	4%	255
Households with Employment income	375	38%	1,694	34%	2069
Households with Public Assistance	360	37%	189	4%	549
Households with Social Security	421	43%	2,371	48%	2792
Households with Other Income	292	30%	670	14%	962
Minority Households	647	66%	2,875	58%	3522
Non-minority	331	34%	2,070	42%	2401
Elderly families	186	19%	1,433	29%	1619
Disabled families	402	41%	2,067	42%	2469
1 member	311	32%	2,131	43%	2442
2 members	263	27%	1,098	22%	1361

3 members	203	21%	831	17%	1034
4 members	100	10%	499	10%	599
5 members	68	7%	246	5%	314
6 members	18	2%	88	2%	106
7 members	11	1%	34	1%	45
8+ members	4	0%	18	0%	22

Low Income Public Housing

ECC/HANH is starting FY23 with a housing stock of 1124 units and plans to end with 734 public housing units. This includes 431 site-based family unit, 219 Elderly/Disabled units, and 84 Scattered Site units. This reduction in LIPH units is offset by the conversion of 390 units to RAD. At the start of ECC/HANH's MTW status, ECC/HANH's LIPH housing stock included 2,965 total units. Since then, several LIPH units have converted to RAD/PBV and PBV units.

Development Name	Development Type	Units beginning FY23	Planned Units to Add	Planned Units to Remove	Planned units at the end of FY23
Val Macri	Elderly/Disabled	17	0	0	17
Crawford Manor	Elderly /Disabled	109	0	0	109
RT Wolfe	Elderly /Disabled	93	0	0	93
Westville Manor	Family	151	0	62	89
McConaughy Terrace	Family	201	0	201	0
Quinnipiac Terrace I	Family	58	0	0	58
Quinnipiac Terrace 2	Family	56	0	0	56
Quinnipiac Terrace 3	Family	17	0	0	17
Essex Townhouses	Family	35	0	0	35
New Rowe	Family	46	0	0	46
Brookside Phase 1	Family	50	0	0	50
Brookside Phase II	Family	50	0	0	50
Rockview Phase 1 Rental	Family	30	0	0	30
Scattered Site - Multi Family	Scattered Sites	96	0	87	9
Scattered Site - West	Scattered Sites	23	0	0	23
Scattered Site - East	Scattered Sites	52	0	0	52
Total		1124	0	390	734

Housing Choice Voucher Program

During FY 2023, ECC/HANH allocated at least 90% of its HCV funding to HCV program and administrative costs with an estimated 5,900 vouchers utilized out of a HUD allocation of approximately 6,353 vouchers.

ECC/HANH's project based vouchering allocation includes the following: At the start of the year, ECC/HANH has allocated 558 non-RAD PBVs, 1,381 RAD PBVs for a total of 1,939 project-based vouchers. During FY2022, ECC/HANH allocated an additional 218 non-RAD PBVs and 416 RAD PBVs. ECC/HANH will have project-based 17% of its non-RAD HCV allocation.¹¹

ECC/HANH will allocate 4,053 vouchers for tenant-based uses (uses described in table below).

¹¹ This represents 776 PBV units out of a total budgeted authorization of 4,643 non-RAD vouchers.

Description	2022 Baseline	Planned units to be removed	Planned units to be added	Planned units at the end of FY 2022
MTW Vouchers				
DMHAS Supportive - Housing First	10	0	0	10
DMHAS MHT Grant - FUSE	10	0	0	10
Family Options - Homeless	15	0	0	15
Permanent Enrichment	10	0	0	10
Foreclosure Protection	17	0	0	17
Family Unification Supportive Housing	20	0	0	20
Homelessness/Imminent Danger of Homelessness	40	0	0	40
Supportive Housing/Homelessness Prevention I	51	0	0	51
Project Longevity	25	0	0	25
Re-entry Fresh Start	15	0	0	15
CARES	5	0	0	5
Section Eight Home Ownership Program (SEHOP)	60	0	0	60
West Rock Homeownership Phase I	2	0	0	2
Farnum Relocation	52	0	0	52
RAD IIA Relocation	7	0	0	7
Valley Relocation	32	0	0	32
Westville Relocation Vouchers	50	0	0	50
MTW Tenant Based Voucher	3,320	0	0	3,320
Subtotal	3,741	0	0	3,741
Non-MTW Vouchers				
Emergency Housing Vouchers (EHV)	37	0	0	37
Church Street South (Tenant Protection Voucher)	179	0	0	179
Church Street South 2	15	0	0	15
Church Street South 3	47	0	0	47
Enhanced Vouchers	11	0	0	11
VASH Vouchers	100	0	0	100
Subtotal	379	0	0	379
TBV Totals	4120	0	0	4120
RAD/PBV Vouchers	1,392	0	634	2026
Grand Total	5512	0	634	5512

Emergency Housing Vouchers

The American Rescue Plan (ARP) of 2021, section 3202 created the Emergency Housing Vouchers for individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing stability. ECC was allocated 37 EHV effective July 1, 2021. After September 30, 2023 a PHA may not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.

All referrals must come through the CoC Coordinated Entry system or from a Victims Services Provider. ECC/HANH has entered into an MOU with the CoC (Coordinated Access Network) who agrees to fulfill its responsibilities of prioritizing individuals and families for EHV assistance, determining the homelessness eligibility, referring individuals and families through the CoC's coordinated entry system, supporting individuals and families in processing voucher applications, supporting the housing search process, and planning for and coordinating the delivery of supportive services to support the housing stability of EHV participants.

ECC/HANH has received approval to implement the following rent simplification flexibilities to the Emergency Housing Vouchers.

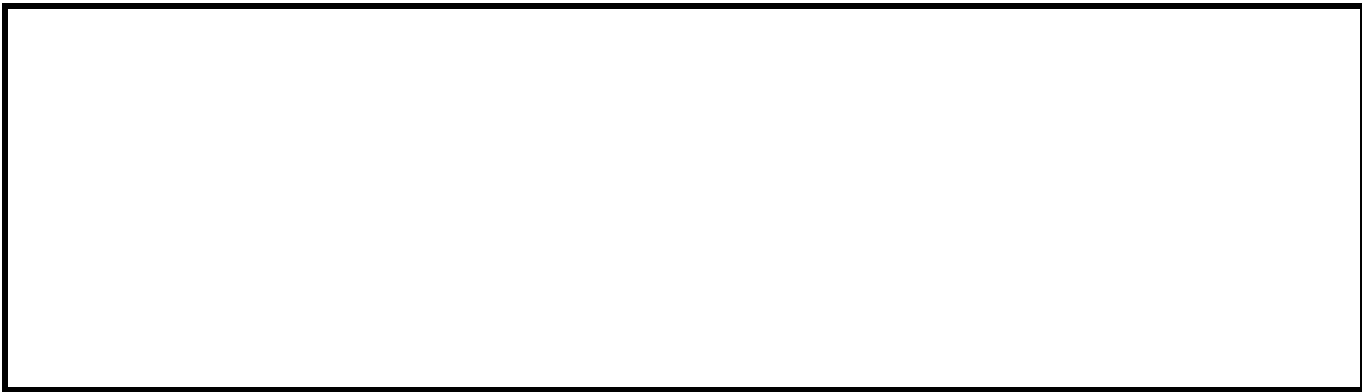
- Rent simplification activities, consisting of:
 - Multi-year recertification cycles (triennial for elderly or disabled households and biennial for workable households)
 - Simplified rent tiers with elimination of standard deductions, and \$1,000 income bands beginning at \$2,500
 - Exceptional expense tiers, allowing households with exceptional medical, disability, or childcare expenses to request a rent reduction
 - \$50 minimum rent, with a hardship exemption for households unable to pay minimum rent
 - Transition period of one year from current income-based rent to the tiered-rent structure and minimum rent to avoid hardships
- Rent simplification/cost stabilization measures, consisting of:
 - HQS inspections on a biennial and triennial schedule, matching recertification schedule and allowing participants and landlords to request a special inspection at any point if deficiencies are suspected
 - Self-certification for curing failed inspections if failed items are unrelated to health and safety issues
 - Limiting landlord rent increases to only the time of the household's recertification

III: Proposed MTW Activities

All proposed activities that are granted approval by HUD are reported on in Section IV as “Approved Activities”.

Increasing Housing Choice and Cost Effectiveness	<i>Summary Description</i>
Robert T. Wolfe Transformation Plan	<p>ECC/HANH through its instrumentality The Glendower Group, seeks to redevelop Robert T. Wolfe. ECC/HANH anticipates applying for the Choice Neighborhoods Initiative Planning Grant and subsequent Choice Neighborhood Implementation Grant</p> <p>Robert T. Wolfe will be a transit-oriented redevelopment inclusive of commercial and other economic development improvements in the area.</p>
Real Estate Development Acquisition	ECC/HANH is through its instrumentality The Glendower Group seeks to increase affordable housing opportunities through the purchase of housing portfolios from local owners
Increasing Housing Choice and Increase Self Sufficiency	<i>Summary Description</i>
Y2Y Youth program	A joint program addressing young adult homelessness. The program is designed to create a safe and stable environment, leadership development, and case management to ensure successful stabilized outcomes.
Increasing Housing Choice	<i>Summary Description</i>
Support HCV Family Lease Up Success rate	Providing incentives to landlords to assist in the challenges renting units in their portfolios. A decrease in vacant units in the City would give HCV participants greater choice and opportunities in finding affordable housing

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(III) PROPOSED MTW ACTIVITIES: HUD Approval Requested

Initiative 1.24 – Robert T. Wolfe Transformation Plan

A. **Activity Description**

ECC/HANH through its instrumentality The Glendower Group, seeks to redevelop Robert T. Wolfe
ECC/HANH anticipates applying for the Choice Neighborhoods Initiative Planning Grant and subsequent
Choice Neighborhood Implementation Grant

Robert T. Wolfe will be a transit-oriented redevelopment inclusive of commercial and other economic development improvements in the area. The redevelopment of Robert T Wolfe will create a desirable walkable community, connecting residents to downtown and the train station. It is anticipated that the redevelopment will create approximately ninety (90) units with commercial and community space. The project's parcel is located near a transit station.

i. **Describe the proposed initiative**

ECC/HANH anticipates applying for the Choice Neighborhoods Initiative Planning Grant (CNI) and a subsequent Choice Neighborhood Implementation Grant. This CNI planning grant will allow for a comprehensive approach to neighborhood transformation. If awarded, this grant will provide for up to \$500,000 in funding to develop a transformation plan to revitalize Robert T. Wolfe and the surrounding neighborhood. Also, ECC/HANH intends to apply for the Choice Neighborhood Planning Grant to assist with detailing a comprehensive neighborhood transformation plan. As one of the older, blighted developments in our portfolio, Robert T. Wolfe is an ideal center focus towards initiating a transformation plan.

As part of the transformation plan, we are proposing not only a redevelopment of the housing units at Robert T. Wolfe but transformation of the surrounding community into a community that supports the long-term economic sustainability of our residents, as well as the long-term economic sustainability of the City of New Haven and will be defined as a transit-oriented development. Through collaboration with other community partners, including the Economic Development Corporation, City of New Haven, the Board of Education and many more, the Authority anticipates redesigning the infrastructure to create more traffic flow through the community, redesign the housing units to be more spacious, remove barriers that individuals and families are facing by providing supportive services, and other critical components as they arise throughout the planning process. The supportive services may include but are not limited to improved access to jobs, high quality early learning programs, public assets, public transportation, and high-quality public schools and education programs.

Under ECC/HANH's MTW Agreement with HUD, ECC/HANH is authorized to develop its own Leased Housing Program through exceptions to the standard HCV program, during FY2008; ECC/HANH began to implement MTW Rent Standards that allow ECC/HANH to approve exception rents. Under no circumstances may ECC/HANH approve an MTW Rent Standard above 150% without prior HUD approval. ECC/HANH will reexamine its MTW Rent Standards monthly to ensure that ECC/HANH does not exceed 120% of the FMRs in the mean Rent Standard, which includes HAP payments to landlords, tenant rent payments to landlords, and any utility allowance amounts.

ii. **Describe how it will achieve one of the three statutory objectives**

The development will meet two of the statutory objectives: a) improving housing choice and c) being more cost effective. This initiative will increase housing choice by providing additional affordable housing options in a transit district and downtown areas that will provide direct access to commercial, retail, and job opportunities. The inclusion of new affordable and market rate units where quality affordable housing doesn't currently exist, will also improve housing choice by creating new affordable units.

iii. **Provide the anticipated schedule for implementation**

ECC/HANH anticipates applying for the Choice Neighborhood Planning grant in FY2022 with an award in FY2023. Due to costs related to the demolition of ancillary buildings and the new construction of a new approximate 90 unit residential building, the redevelopment of Robert T. Wolfe will be feasible through a mixed finance deal which includes the inclusion of Low-Income Tax Credit (LIHTC) equity, private financing, and Choice Neighborhood Implementation funding. ECC/HANH, through its development instrumentality, The Glendower Group anticipates applying for Choice Neighborhood Implementation Grant in 2024 along with 4% or 9% Low Income Housing Tax Credits. Architectural documents will be completed in the 3rd quarter of 2023 and the financial closings will be targeted for the third quarter of FY2025. It is anticipated that construction will take 18 months to assure that all required relocation activities will comply with the Uniform Relocation Act. Under this scenario the redevelopment will be complete, and all units occupied by the first quarter of calendar year 2026.

B. Activity metrics information

i. Provide the metrics from the HUD Standard Metrics

HC #1: Additional Units of Housing Made Available

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household, give that type in this box. 90	Housing units of this type prior to implementation of the activity (number). This number may be zero. 0	Expected housing units of this type after implementation of the activity (number). 90	Actual housing units of this type after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

CE #4: Increase in Resources Leveraged

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Amount of funds leveraged in dollars (increase). \$500,000	Amount leveraged prior to implementation of the activity (in dollars). This number may be zero. \$0	Expected amount leveraged after implementation of the activity (in dollars). \$31M	Actual amount leveraged after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark.

ii. Give the baseline performance level metric for each indicator (numerical value).

Prior to the implementation of this development, affordable and market rate didn't exist. The number of units created will therefore be approximately 90.

iii. Give the annual benchmark for each indicator (numeric value). This section is N/A considering this is a new construction development with an approximate eighteen-month construction cycle yielding units in the first quarter of 2026.

iv. If applicable, give the overall or long-term benchmark for each metric. (numeric value)

The long-term benchmark is to sustain quality, efficient affordable housing units over twenty (20) years.

v. Give the data source from which the metric will be compiled

The metrics is a function of units constructed.

D. Cost Implications

i. State whether the proposed activity will result in any cost implications (positive or negative for the PHA)

This proposed activity will result in a positive for ECC/HANH and its redevelopment instrumentality, The Glendower Group, Inc. ECC/HANH and Glendower will leverage 3rd party capital to complete this development effort and shall receive a developer fee. The Glendower group will have a percentage of ownership. ECC/HANH and Glendower will provide predevelopment in an amount anticipated of \$800,000. ECC/HANH will also provide vouchers of up to 80% of the affordable units, anticipated to be approximately 50 project-based vouchers.

ii. If so, discuss the amount and how the PHA will manage the surplus or deficit anticipated

ECC/HANH and Glendower will realize a return of its initial investment in an amount anticipated of \$800,000, a developer's fee and a percentage of ownership in an asset.

E. Need/justification for MTW flexibility

I. Cite the authorizations provided in attachment C and/or D of the Standard MTW Agreement

1. Attachment C. B. 1. b. iii. Single Fund Budget with Full Flexibility. The provision of housing or employment related services or other case management activities
2. Attachment C. B. 1. b. vii. Single Fund Budget with Full Flexibility. If the agency chooses to establish single fund flexibility, the agency is authorized to use housing assistance payments for purposes other than payments to owners, so long as these purposes are consistent with other eligible uses of section 8 and section 9 funds.
3. Attachment C. B. 1. c. Single Fund Budget with Full Flexibility. These activities may be carried out by the Agency, by an entity, agency or instrumentality of the Agency, a partnership, a grantee, contractor or other appropriate party or legal entity.
4. Attachment C. D. 1.b. The agency is authorized to determine the length of the lease period, when vouchers expire and when vouchers will be reissued.

i. Explain why the authorization is needed

The above authorization is needed for the purpose of providing MTW predevelopment capital to be reimbursed and the use of project-based vouchers.

F. Rent reform/term limit – Not applicable.

i. Impact analysis

1. Description of how it will impact tenant rent share
2. How we will implement and track impact and how that process will enable identification of unintended consequences
3. Numerical analysis of the intended/possible impact on tenant rent, rent burden, households impacted, etc.
4. A plan for weighing the consequences/benefits and how to determine if it should be expanded, modified, terminated, etc.

- ii. **Hardship criteria – include copy of the policy in the Appendix**
- iii. **Description of annual re-evaluation**
- iv. **Transition period**

Initiative 1.25 – Real Estate Development Acquisition

A. Activity Description

Raising a family is expensive, especially in Connecticut. ECC/HANH sees the impact firsthand with the families that we serve. Connecticut is facing an affordable housing crisis leaving far too many families struggling to make ends meet. Estimates suggest that over 40% of CT families are rent-burdened. Furthermore, the New Haven market has an older housing stock with non-local ownership. ECC/HANH reimagines communities comprehensively and brings federal subsidies that will be leveraged to allow for a reinvestment in our local housing stock.

i. Describe the proposed initiative

ECC/HANH is through its instrumentality The Glendower Group, seeks to increase affordable housing opportunities through the purchase of housing portfolios from local owners. ECC/HANH and its real estate development instrumentality, The Glendower Group, Inc.'s strategy is to purchase real estate portfolios when they become available. This will allow ECC/HANH and Glendower to create affordable rental and homeownership opportunities throughout the city. Further, ECC/HANH and Glendower will leverage dollars, which we've demonstrated in past development efforts of at least 3:1, to make capital improvements to provide for quality affordable housing.

The parcels may be located in various areas throughout the City of New Haven. The purchases can be made by ECC/HANH, Glendower, an affiliate of Glendower, or a combination thereof. ECC/HANH and Glendower will seek to utilize its capital to leverage other investments such as tax credits, grants and private debt for the purchase and rehabilitation of said units. Further, ECC/HANH and Glendower seek to partner with the City of New Haven and the State of Connecticut to effectuate the acquisitions.

The Glendower Group (Glendower) is a nonprofit 501(c)(3) corporation, established in November 2001, is an instrumentality to the Elm City Communities/Housing Authority of the City of New Haven (ECC/HANH). Glendower has been engaged in the development of real property for the past 20 years and has successfully developed over \$560 million worth of developments in New Haven, Connecticut: Glendower is at the forefront of those leading the private sector market in affordable housing. Glendower provides comprehensive and integrated real estate development services specializing in affordable housing. Glendower's vision has always been high-quality, innovative, and fiscally sound housing for families.

The acquisitions of will contribute to promote healthy lives, a strong community and robust economy. Residents will have access to high quality housing with access to ECC/HANH's social service activities. To assist in the with the acquisition and stabilizing the affordable housing local market, , ECC/HANH will provide project-based vouchers utilizing flexibilities previously approved under MTW Plans. The project-based vouchers will be issued, consistent with all other ECC/HANH project based vouchers activities and will be issued in accordance with the HUD regulations and ECC/HANH redevelopment efforts. The Glendower Group, ECC/HANH's development instrumentality, will act as co-developer and will assist in the

planning, implementation. ECC/HANH's property management instrumentality will manage the acquired properties.

ii. Describe how it will achieve one of the three statutory objectives

The development will meet two of the statutory objectives: a) improving housing choice and c) being more cost effective. This initiative will increase housing choice by providing additional affordable housing options in the Whalley Avenue Corridor that provides direct access to commercial, retail, and job opportunities. The inclusion of new affordable and market rate units where quality affordable housing doesn't currently exist will also improve housing choice by creating new affordable units.

iii. Provide the anticipated schedule for implementation

Due to the uncertainty of when housing portfolios will be available, this will be an ongoing initiative. Currently, there is an opportunity for the purchase of a large portfolio of over 300 rental units that is being explored. This acquisition will occur within one year's time. As other opportunities present, ECC/HANH and Glendower would like to be nimble and have the flexibility to purchase additional properties.

B. Activity Metrics Information

i. Provide the metrics from the HUD Standard Metrics

HC #1: Additional Units of Housing Made Available

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household, give that type in this box. 300+	Housing units of this type prior to implementation of the activity (number). This number may be zero. 0	Expected housing units of this type after implementation of the activity (number). 300+	Actual housing units of this type after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

HC #3: Decrease in Wait List Time

HC #4: Displacement Prevention

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households at or below 80% AMI that would lose assistance or need to move (decrease). If units reach a specific type of household, give that type in this box. 300+	Households losing assistance/moving prior to implementation of the activity (number). 0	Expected households losing assistance/moving after implementation of the activity (number). 300+	Actual households losing assistance/moving after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

HC #5: Increase in Resident Mobility

HC #6: Increase in Homeownership Opportunities

CE #4: Increase in Resources Leveraged

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Amount of funds leveraged in dollars (increase).	Amount leveraged prior to implementation of the activity (in dollars). This number may be zero.	Expected amount leveraged after implementation of the activity (in dollars).	Actual amount leveraged after implementation of the activity (in dollars).	Whether the outcome meets or exceeds the benchmark.

ii. Give the baseline performance level metric for each indicator (numerical value).

Prior to the implementation of this acquisition, units didn't exist under ECC/HANH. As such, the number of units created will therefore be approximately 300 +

iii. Give the annual benchmark for each indicator (numerical value).

This section is N/A considering this is a new acquisition and the annual numerical number can be cyclical. As such, an annual numerical benchmark of 50+ units.

iv. If applicable, give the overall or long-term benchmark for each metric.

The long-term benchmark is to sustain quality, efficient affordable housing units over twenty (20) years.

v. Give the data source from which the metric will be compiled

The metrics is a function of units acquired. .

C. Cost implications

i. State whether the proposed activity will result in any cost implications (positive or negative for the PHA)

This proposed activity will result in a positive for ECC/HANH and its redevelopment instrumentality, The Glendower Group, Inc; and ECC/HANH's property management instrumentality, 360 Management. ECC/HANH and Glendower will leverage 3rd party capital preservation effort I and shall receive a developer fee. ECC/HANH and/or The Glendower group will have a percentage of ownership. . ECC/HANH will also provide vouchers in accordance with its MTW authority.

ii. If so, discuss the amount and how the PHA will manage the surplus or deficit anticipated

ECC/HANH and Glendower will realize a return of its initial investment and an anticipated development fee and a percentage of ownership in an asset.

D. Need/justification for MTW flexibility

E.

i. Cite the authorizations provided in attachment C and/or D of the Standard MTW Agreement

1. Attachment C. B. 1. b. iii. Single Fund Budget with Full Flexibility. The provision of housing or employment related services or other case management activities
2. Attachment C. B. 1. b. vii. Single Fund Budget with Full Flexibility. If the agency chooses to establish single fund flexibility, the agency is authorized to use housing assistance payments for purposes other than payments to owners, so long as these purposes are consistent with other eligible uses of section 8 and section 9 funds.
3. Attachment C. B. 1. c. Single Fund Budget with Full Flexibility. These activities may be carried out by the Agency, by an entity, agency or instrumentality of the Agency, a partnership, a grantee, contractor or other appropriate party or legal entity.
4. Attachment C. D. 1.b. The agency is authorized to determine the length of the lease period, when vouchers expire and when vouchers will be reissued.

ii. Explain why the authorization is needed

The above authorization is needed for the purpose of providing MTW capital to be reimbursed and the use of project-based vouchers.

F. Rent reform/term limit – Not applicable.

i. Impact analysis

1. Description of how it will impact tenant rent share
2. How we will implement and track impact and how that process will enable identification of unintended consequences
3. Numerical analysis of the intended/possible impact on tenant rent, rent burden, households impacted, etc.
4. A plan for weighing the consequences/benefits and how to determine if it should be expanded, modified, terminated, etc.

ii. Hardship criteria – include copy of the policy in the Appendix

iii. Description of annual re-evaluation

iv. Transition period

Initiative 4.11F Y2Y Youth Program

A. Activity Description

Y2Y New Haven is a joint initiative of students from across New Haven, Youth Continuum, and Y2Y Network to open a student-led, gender inclusive 20-unit overnight program for young adults experiencing homelessness in Greater New Haven. Y2Y New Haven builds on the youth-to-youth model employed by Y2Y Harvard Square, the nation's first student-run overnight program for young adults.

i. Describe the Proposed activity

ECC/HANH will provide 20 project-based vouchers for program. Case management services will be provided by Y2Y. The Community and Economic Development department of ECC/HANH will be the lead in communicating with the Y2Y staff.

Y2Y New Haven is a program of Youth Continuum, a New Haven based, not-for-profit agency that provides Connecticut's most comprehensive array of resources dedicated to preventing and addressing youth homelessness. Y2Y Network will provide key technical assistance and added capacity to support the student-led components of the Y2Y New Haven program.

Y2Y New Haven's model focuses on providing young adults with a safe, vibrant and welcoming environment with comprehensive pathways out of homelessness and opportunities for leadership development. As part of our youth-to-youth model, guests, Y2Y New Haven student volunteers, and Youth Continuum staff will collaborate to operate a safe and affirming space for all. Y2Y New Haven's service model is broken into three categories: Sanctuary, Pathways out of Homelessness, and Advocacy and Leadership Development.

Sanctuary

- 20 gender-inclusive semi-private sleeping pods
- Gender-inclusive restrooms and showers
- Dinner and breakfast
- Laundry
- Internet and computer access
- Y2Y New Haven will be co-located with Youth Continuum's drop-in and outreach center, which offers a food bank, diaper bank, clothing closet, and lunch
- Pathways out of Homelessness
Participants will be provided with the following services by Y2Y, Youth Continuum. These services will be tracked by the Y2Y staff and will be provided on a monthly or quarterly basis to ECC/HANH CED department.
- Professional case management

- Medical and behavioral health care through a fully integrated onsite clinic
- HIV/AIDS specialist care
- Legal aid
- Career development programming
- On-site social enterprise business with direct job opportunities and training for youth
- Enrichment based activities

ii. Describe how the proposed activity will achieve one or more of the three statutory objectives and the specific impacts on that statutory objective.

The initiative will meet two of the statutory objectives: a) Increase Housing Choice for low income families and b) To give incentives to families with children where the head of household is working, is seeking to work or is preparing to work by participating in job training, educational programs or programs that assist people to obtain employment and become economically self-sufficient)

iii. Provide the anticipated schedule for implementing the proposed activity.

The initiative will begin in the first quarter of FY2023

B. Activity Metrics Information

i. Provide the metrics from the “Standard HUD Metrics” section that are applicable to the proposed activity.

SS #5: Households Assisted by Services that Increase Self Sufficiency

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households receiving services aimed to increase self sufficiency (increase).	Households receiving self sufficiency services prior to implementation of the activity (number).	Expected number of households receiving self sufficiency services after implementation of the activity (number).	Actual number of households receiving self sufficiency services after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

SS #8: Households Transitioned to Self Sufficiency

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households transitioned to self-sufficiency (increase). The PHA may create one or more definitions for "self-sufficiency" to use for this metric. Each time the PHA uses this metric, the "Outcome" number should also be provided in Section (II) Operating Information in the space provided.	Households transitioned to self-sufficiency (<<PHA definition of self-sufficiency>>) prior to implementation of the activity (number). This number may be zero.	Expected households transitioned to self-sufficiency (<<PHA definition of self-sufficiency>>) after implementation of the activity (number).	Actual households transitioned to self-sufficiency (<<PHA definition of self-sufficiency>>) after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

HC #1: Additional Units of Housing Made Available

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household, give that type in this box.	Housing units of this type prior to implementation of the activity (number). This number may be zero.	Expected housing units of this type after implementation of the activity (number).	Actual housing units of this type after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

ii. Give the baseline performance level for each metric (a numeric value) prior to the implementation of the proposed activity.

- 1) At baseline there are 4 young adults living in a subsidized unit.
- 2) At baseline we are housing 20 young adults annually.
- 3) At baseline 10 young adults transitioned (graduated) to self-sufficiency.

iii. Give the annual benchmark for each metric.

Up to 20 new individuals will be stably housed.

iv. If applicable, give the overall and/or long-term benchmark for each metric.

ECC/HANH's long term goal is to develop a housing subsidy that is appropriate to stabilize young individuals with steady employment income and housing of choice.

v. Give the data source from which the metric data will be compiled.

- 1) Family income data will be collected in agency MIS (Emphasys ELITE)
- 2) Amount of HAP subsidy paid will be collected in agency MIS system
- 3) Self-sufficiency services provided will be tracked by an Y2Y and Youth Continuum and provided to ECC/HANH on a monthly or quarterly basis.

C. Cost Implications

i. State whether the proposed activity will result in any cost implications (positive and/or negative) for the MTW PHA.

Maximum annual exposure for ECC/HANH is approximately \$80,000. Year 1 estimates are less than \$50,000.

ii. If the proposed activity does result in cost implications, provide an estimate of the amount and discuss how the MTW PHA will manage the surplus or deficit anticipated.

Anticipated costs are included in the chart above.

D. Need/Justification for MTW Flexibility

i. Cite the authorization(s) detailed in Attachment C and/or D of the Standard MTW Agreement (or applicable successor section in future iterations of the MTW Agreement) that gives the MTW PHA flexibility to conduct the proposed activity.

- 1) Attachment C. B. 1. b. iii. Single Fund Budget with Full Flexibility. The provision of housing or employment related services or other case management activities
- 2) Attachment C. B. 1. c. Single Fund Budget with Full Flexibility. These activities may be carried out by the Agency, by an entity, agency or instrumentality of the Agency, a partnership, a grantee, contractor or other appropriate party or legal entity.
- 3) Attachment C. D. 1.b. The agency is authorized to determine the length of the lease period, when vouchers expire and when vouchers will be reissued.
- 4) Attachment C. D. 2.a. The agency is authorized to adopt and implement any reasonable policy to establish payment standards, rents or subsidy levels for tenant based assistance
- 5) Attachment C. D. 1.d. The agency is authorized to implement term limits for HCV units designated as part of the MTW demonstration.

6) Attachment C. D. 4. Waiting List Policies

ii. Explain why the cited authorization(s) is needed to engage in the proposed activity. Every reasonable effort should be made by the MTW PHA to reference the complete and correct authorizations that are applicable to a particular activity when proposing the activity. A failure to cite the correct or entire statute of regulation will require a technical revision to the activity to include the correct authorization.

The above cited authorizations are required for this initiative as it involves use of single fund flexibility to provide case management supports to families through our previously approved MTW Family Self Sufficiency Program and to develop a local rent policy, term limit policy and alternative housing assistance payment contract.

E. Rent Reform/Term Limit Information (if applicable)

i. Impact analysis

1) A description of how the proposed MTW activity will impact household rent/tenant share.

This is structured as a flat subsidy for low income young adults. Individuals would be assisted with self-sufficiency activities provided by Y2Y and Youth Continuum to ensure a smooth transition by the end of the assisted period.

2) A description of how the MTW PHA will implement and track the rent reform activity and how that process will enable the identification of any unintended consequences/impacts.

Families will be enrolled in the FSS program providing support of a staff member from the Community and Economic Development Department. Each family will be entered into our case management MIS system which tracks family goals and progress. Lease compliance data will be collected monthly by the CED team. Support will be provided for families to move toward their self-sufficiency goals and to remain lease compliant.

3) A numerical analysis detailing the intended/possible impacts of the rent reform activity (including changes to the amount of rent/tenant share, rent burden increases/decreases, households affected, etc.

N/A

4) A plan for how the MTW PHA will weigh the consequences/benefits of the rent reform activity to determine whether it should be adjusted/terminated/reduced/continued/expanded.

N/A

ii. Hardship Case Criteria

1) Families selected for this initiative will meet the financial criteria and will be assisted to rent a unit that does not cause rent-burden. This program is designed to provide a flat subsidy that does not fluctuate based upon income changes. As such, there is some risk to families that may face a loss of income.

2) Participants who have no income or a decrease in income will not be required to submit an interim change. The cost of the unit

iii. Description of Annual Reevaluation

1)

iv. Transition Period

1) Beginning six months prior to the end of the time limited flat subsidy, families will begin their transition to self-sufficiency by completing their transition.

Initiative XXX – Support HCV Family Lease Up Rate

A. Activity Description

Due to the tight rental market, some HCV families are having difficulty finding affordable units to utilize their housing choice vouchers. Some of the challenges include having to pay multiple application fees when looking at multiple units, not having the security deposits, finding larger size bedroom apartments and landlords willing to accept proposed contract rents.

Landlords have also expressed challenges in renting to HCV families due to apartments not passing the initial HQS inspections and the 60 day notice period for a family to move from one apartment to another.

ECC/HANH would like to propose some tenant assistance, mobility counseling options and landlord incentives to support the HCV families finding affordable housing of choice, leasing up quicker and not having vouchers expire before finding housing.

Describe the proposed activity.

Mobility Counseling, Tenant Assistance and Landlord Incentive Payments

ECC/HANH provides mobility counseling services for voucher participants to assist their search for housing in all areas of the city. Participants are asked at the briefing if they need assistance in finding a unit. If they state assistance is needed, they are referred to staff members who can assist in locating a unit of choice, as well provide transportation or transportation costs to see the unit.

ECC/HANH proposes these additional assistance

Subject to funding availability, families that agree to participate in mobility counseling will be given the opportunity for the following:

- 1- Application fees paid for up to 3 units (anticipating \$30 per application or \$90 per family)
- 2- Security deposit assistance (up to one month of contract rent)
Security deposit assistance will be for initial move-ins and paid directly to the owner on behalf of the family when other resources cannot. The security deposit will follow the family from one unit to the next, or
3. Assistance with repayment of past utility debts that would prevent a family from securing utilities in their own name (up to payment standard for family size)
4. Utility deposit assistance for family's utility deposit expenses. Utility deposit assistance includes connection fees required for the utilities to be supplied by the tenant under the lease. ECC/HANH may pay the utility deposit assistance directly to the utility company or may pay the assistance to the family when other resources cannot. If paid to the family, ECC/HANH will require documentation the family paid the utility deposit. ECC/HANH will not require the utility supplier or family to return the utility deposit assistance to the ECC/HANH.

ECC/HANH also proposes an automatic voucher extension for families working with a Mobility Counselor Specialist, upon progress update reports from the mobility counselor, in which any challenges in finding a suitable unit is documented

ECC/HANH also proposes to allow families to move to another jurisdiction if they are experiencing difficulty in finding housing. The request will be reviewed and approved at the discretion of the V.P. of HCV.

Additionally, landlords may receive a one time incentive payments upon their first lease up with ECC/HANH in the HCV program. This will assist a landlord in bridging the financial gap while waiting for a new family to move in once a vacant unit is made ready for occupancy.

Unit Size	Amount
1 Bedroom	\$175
2 Bedroom	\$275
3 Bedroom	\$475
4+ Bedroom	\$550

Also landlords who are engaged with a family who is receiving mobility counseling will receive an HQS checklist upon initial engagement with a family in order to be prepared for an HQS inspection.

The decision whether to offer the above assistance is at the discretion of ECC/HANH and will be paid up to the payment standard that the family is eligible to receive.

Expected cost of new addition to this initiative is estimated at \$XXXXX per year.

ii. Describe how it will achieve one of the three statutory objectives

This initiative will meet one of the statutory objectives: a) improving housing choice. This initiative will give families more opportunities and assistance to find housing of choice and move into a new unit in a more timely manner.

(II) Provide the anticipated schedule for implementing the proposed activity.

The initiative will be implemented in the beginning of FY23

B. Activity Metrics Information

HC #1: Additional Units of Housing Made Available

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of new housing units made available for households at or below 80% AMI as a result of the activity (increase). If units reach a specific type of household, give that type in this box.	Housing units of this type prior to implementation of the activity (number). This number may be zero.	Expected housing units of this type after implementation of the activity (number).	Actual housing units of this type after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

HC #4: Displacement Prevention

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
Number of households at or below 80% AMI that would lose assistance or need to move (decrease). If units reach a specific type of household, give that type in this box.	Households losing assistance/moving prior to implementation of the activity (number).	Expected households losing assistance/moving after implementation of the activity (number).	Actual households losing assistance/moving after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.

HC #5: Increase in Resident Mobility

Unit of Measurement	Baseline	Benchmark	Outcome	Benchmark Achieved?
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Number of households able to move to a better unit and/or neighborhood of opportunity as a result of the activity (increase).	Households able to move to a better unit and/or neighborhood of opportunity prior to implementation of the activity (number). This number may be zero.	Expected households able to move to a better unit and/or neighborhood of opportunity after implementation of the activity (number).	Actual increase in households able to move to a better unit and/or neighborhood of opportunity after implementation of the activity (number).	Whether the outcome meets or exceeds the benchmark.
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C. Cost Implications

i. State whether the proposed activity will result in any cost implications (positive and/or negative) for the MTW PHA.

The cost implications will be an increase in allowable fees/expenses to assist with security deposits, application, and landlord incentive fee.

ii. If the proposed activity does result in cost implications, provide an estimate of the amount and discuss how the MTW PHA will manage the surplus or deficit anticipated.

Anticipated costs are XXXX. To be determined.

D Need/Justification for MTW Flexibility

. Attachment C. B. 1. b. iii. Single Fund Budget with Full Flexibility. The provision of housing or employment related services or other case management activities

2. Attachment C. B. 1. b. vii. Single Fund Budget with Full Flexibility. If the agency chooses to establish single fund flexibility, the agency is authorized to use housing assistance payments for purposes other than payments to owners, so long as these purposes are consistent with other eligible uses of section 8 and section 9 funds.

3.

4. Attachment C. D. 1.b. The agency is authorized to determine the length of the lease period, when vouchers expire and when vouchers will be reissued.

E Rent Reform/Term Limit Information

N/A

IV: Approved MTW Activities

A. IMPLEMENTED ACTIVITIES

Increase Housing Choice

Initiative 1.2 – Local Total Development Cost (TDC) Limits

This initiative was approved in FY08 and implemented in FY09. This activity establishes TDC and HCC limits for ECC/HANH separate from HUD's standard limits to better reflect local market conditions for development and redevelopment activities.

ECC/HANH prepared a TDC and HCC schedule, which reflects construction, and development costs in New Haven. ECC/HANH first submitted its revised Alternate TDC and HCC schedule as part of the Appendix to the MTW Fiscal Year 2009 Report. ECC/HANH used the approved 2009 TDC and HCC limits for the Rockview Phase I Redevelopment. During Fiscal Year 2012, ECC/HANH submitted revised TDC and HCC limits. Pursuant to the approval of the alternate TDC, the ECC/HANH updated its TDC and HCC, which was included in our 2017 MTW Plan, and is attached hereto in Appendix 1.

The market demands have driven costs higher, but the Authority has been and will continue to be a good steward of public resources. The TDC cost limitations derived from (1) construction cost data obtained from RS Means Repair and remodeling Cost, and (2) an analysis of unit size and construction cost data obtained from a survey of local mixed income developments, and an analysis of other local factors and market conditions affecting the cost of the development of mixed income communities in the local market area.

The Housing Authority has the following developments in its pipeline: Valley Townhomes; Farnam Phase II 4%, Farnam Phase II 9%; Crawford Manor, 34 Level Street, Westville Manor Phase I, McConaughy Terrace and Westville Manor Phase II. As it relates to our approved TDC, the developments shall not exceed the approved TDC. These developments are in the predevelopment stages. The exception is the Farnam Court Phase II 4% and Farnam Court Phase II 9% projects, which have just recently completed; and Valley Townhomes and McConaughy Terrace financial closings are anticipated for the final quarter of FY 2022. The Authority continues to work diligently to find creative construction options to receive a quality development that will have a lifecycle of 20 years while staying within the lower level of the approved TDC.

ECC/HANH does not anticipate changes to the initiative or metrics. This initiative aims to increase housing choice and cost efficiency of redevelopment efforts.

Initiative 1.4 and 1.10 – Defining Income Eligibility for the Project Based Voucher Programs

This initiative was approved in FY12 and implemented in FY13. This activity defines the incomes to be eligible for Project Based Voucher Programs as follows:

- No less than 40 percent of the project-based vouchers awarded in any year to be awarded to families with incomes at or below 30 percent of the area median income, adjusted for family size.
- ECC/HANH will award up to 15 percent of the PBV's allocated for any mixed finance project to families with incomes between 50 and 80 percent of Area Median Income for Brookside Phase 1 Rental.
- 45 percent of PBV may be allocated to families with income between 50 and 80 percent AMI for Brookside Phase 2 Rental mixed finance development.

ECC/HANH does not anticipate changes to the initiative or metrics. This initiative aims to increase housing choice and cost efficiency of redevelopment efforts. This initiative meets the statutory objectives of cost effectiveness and increasing housing choice.

Initiative 1.4 and 1.10
Income Eligibility for Project Based Voucher Program
PBV in Mixed Finance Developments

Fiscal Year 2020

Name	30%	30%	50%	50%	60%	60%	Over 60%	Over 60%	Grand Total
Brookside Phase I	34	72%	9	19%	2	4%	2	4%	47
Brookside Phase II	49	98%	1	2%	0	0%	0	0%	50
Constance B Motley	39	87%	6	13%	0	0%	0	0%	45
Eastview Terrace Phase I	29	63%	13	28%	3	7%	1	2%	46
Eastview Terrace Phase I	25	56%	15	33%	2	4%	3	7%	45
Fair Haven Chatham	21	72%	5	17%	1	3%	2	7%	29
Fair Haven Eastview II	16	67%	5	21%	3	13%	0	0%	24
Fulton Park	8	67%	3	25%	1	8%	0	0%	12
Katherine Harvey Terrace	16	94%	1	6%	0	0%	0	0%	17
McQueeney	86	96%	4	4%	0	0%	0	0%	90
Nerwhall Gardens	21	84%	4	16%	0	0%	0	0%	25
Prescott Bush	49	94%	1	2%	1	2%	1	2%	52
Quinnipiac Terrace Phase I	32	56%	21	37%	4	7%	0	0%	57
Quinnipiac Terrace Phase II	32	59%	17	31%	1	2%	4	7%	54
Quinnipiac Terrace Phase III	13	76%	3	18%	0	0%	1	6%	17
Ribicoff	30	71%	10	24%	2	5%	0	0%	42
Ribicoff 4	43	86%	7	14%	0	0%	0	0%	50
Rockview Phase I	25	86%	4	14%	0	0%	0	0%	29
Stanley Justice	5	83%	1	17%	0	0%	0	0%	6
Valentina Macri	17	100%	0	0%	0	0%	0	0%	17
Waverly Townhomes	41	80%	10	20%	0	0%	0	0%	51
William T Rowe	37	84%	7	16%	0	0%	0	0%	44
Wilmot Crossing	12	80%	3	20%	0	0%	0	0%	15
Wilmot Crossing	29	97%	1	3%	0	0%	0	0%	30
Winslow	21	91%	1	4%	1	4%	0	0%	23
Total	730	80%	152	17%	21	2%	14	2%	917

Initiative 1.6 – Deconcentration of Poverty (Promote Expanded Housing Opportunities for HCV and PBV Program)

Approved in FY08 and implemented in FY09 (Significant Change Proposed in FY20)

Under ECC/HANH’s MTW Agreement with HUD, ECC/HANH is authorized to develop its own Leased Housing Program through exceptions to the standard HCV program, for the purposes of creating a successful program with stable landlords, high-quality properties, and mixed-income neighborhoods. This includes reasonable policies for setting rents and subsidy levels for tenant-based assistance.

During FY08, ECC/HANH began to implement MTW Rent Standards that allow ECC/HANH to approve exception rents in the following cases: Wheelchair accessible units; Large bedroom-size units, (4 bedrooms or larger); Expanded housing opportunities in neighborhoods with low concentrations of poverty; Housing opportunities in new

development projects that include significant public investment to promote revitalization of neighborhoods; and Mixed-income housing opportunities that promote expanded housing opportunities and deconcentration of poverty.

In addition, ECC/HANH approved budget-based rent increases for landlords who make major capital improvements in their property, including accessibility modifications. Requests for MTW Rent Standards will be reviewed on a case-by-case basis. Under no circumstances may ECC/HANH approve an MTW Rent Standard above 150% without prior HUD approval. ECC/HANH will reexamine its MTW Rent Standards monthly to ensure that ECC/HANH does not exceed 120% of the FMRs in the mean Rent Standard, which includes HAP payments to landlords, HAP RAD Payments, tenant rent payments to landlords, and any utility allowance amounts.

Significant Changes to the Initiative in FY2020

ECC/HANH made enhancements to the deconcentrating initiative and required different authorizations from what was initially proposed. Additionally, in an effort to model Indicator 15 of the Section 8 Management Assessment Program (SEMAP), ECC proposed to update HC#5 from the benchmark of 10 moves per year, to the SEMAP standard of:

- 2% higher of all Section 8 movers who moved to low poverty census tracts in the FY, compared to the total count of movers who moved to low poverty census tracts at the end of the last completed FY.
Example: If In FY 2018 the percent of families who moved to low poverty areas is 2.75%, the percent of families in FY19 must be of at least 4.75%, which is 2% higher than the total percent of families who moved to an area of low poverty in FY18.

Sample Percent Increase Tracker	Previous FY Percentage (2017)	Current FY Percentage (2018)	Goal Percentage Increase	2% of Previous Year (2017)	Is Current Percent Equal to or Greater than 2% of Previous Year?
FY2018	2.75%	2.53%	2.00%	4.75%	No

Note that the SEMAP measurement is Section 8 families with children and the ECC MTW measurement is all families, with and without children who move to areas of low poverty or high/very high opportunity.

HC#7, 'Households assisted by services that increase housing choice' will be added to HUD metrics for this initiative starting in FY20.

Changes approved in the amendment in the FY2020 Plan include the following:

Security Deposit Assistance, Application fees and Landlord Incentive Payments

ECC/HANH provides mobility counseling services for voucher participants to assist their search for housing in non-impacted areas.

Subject to funding availability, families that agree to participate in mobility counseling and locate to census tracts in areas with low concentrations of poverty (*Opportunity areas include the most recent U.S. Census Tracts and may be adjusted as necessary*) will be given the opportunity for the following:

- 3- Application fees paid for up to 3 units (anticipating \$30 per application or \$90 per family)
- 2- Security deposit assistance (up to one month of contract rent) or
- 4- Assistance with repayment of past utility debts that would prevent a family from securing utilities in their own name (up to payment standard for family size)

Additionally, landlords in non-impacted areas may receive incentive payments upon their first lease up with ECC/HANH in the HCV program.

The decision whether to offer the above assistance is at the discretion of ECC/HANH and will be paid up to the payment standard that the family is eligible to receive.

Expected cost of new addition to this initiative is estimated at \$35,000 per year and includes a new mobility-counseling contract.

During FY21, the updates to this initiative were implemented. As a result of COVID the roll out of updates were slow. During FY22 ECC/HANH continued to work toward helping more families access housing in neighborhoods of choice.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY22.

Initiative 1.7 – Tenant-Based Vouchers for Supportive Housing for the Homeless

This initiative was approved in FY10 and implemented in FY11. Under ECC/HANH’s MTW Agreement with HUD, ECC/HANH is authorized to develop its own Leased Housing Program through exceptions to the standard HCV program, for the purposes of creating a successful program with stable landlords, high-quality properties, and mixed-income neighborhoods.

ECC/HANH has designated use of housing choice voucher resources for the purpose of ending homelessness. ECC/HANH works in conjunction with City and Regional entities, Continuum of Care, shelters, transitional and permanent housing providers to prioritize and identify chronically homeless, homeless families and other homeless populations. ECC/HANH entered in a Memoranda of Understanding with organizations that provide housing for homeless with supportive services.

Current allocation of vouchers for this purpose is outlined in the table below.

There continues to be a need for vouchers for the homeless population and we are forming additional partnerships with homeless advocates.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY22. This initiative meets the statutory objectives of Increasing Housing Choice.

TBV Supportive Housing Efforts					
Tenant Based DHMAS Supportive – Housing First	Supportive Housing	10	0	0	10
DMHAS Mental Health Transformation Grant – FUSE	Supportive Housing	10	0	0	10
Family Options – Homeless	Supportive Housing	15	0	0	15

Permanent Enrichment	Supportive Housing	10	0	0	10
Foreclosure Protection	Foreclosure Protection	15	0	0	15
Family Unification Supportive Housing	DCF Family	20	0	0	20
Homelessness/Imminent Danger of Homelessness (TBV)	(Formerly Foreclosure PBV)	40	0	0	40
Supportive Housing/Homelessness Prevention I	Supportive Housing/Homelessness Prevention	51	0	0	51
*Supportive Housing Efforts Subtotal		171	0	0	171

Initiative 1.9 – Increase the Allowed Percentage of Project Based Voucher (“PBV”) Units from 75 Percent to 100 Percent in a Mixed Financed Development

This initiative was approved in FY12 and implemented in FY13. ECC/HANH has completed a Project Needs Assessment (“PNA”) of its entire portfolio. The PNA shows that over the next 20 years ECC/HANH’s needs would exceed available funds by a ratio of more than 3:1. In order to address this funding gap and to help assure the long-term viability of its portfolio, the Agency used the PNA to determine an asset management strategy for each of its developments. Part of this strategy included converting existing public housing to Project Based Assistance under Section 8(o) (13). ECC/HANH would dispose of properties under Section 18 of the Housing Act of 1937 or Rental Assistance Demonstration (RAD) prior to conversion to Project Based Vouchers.

ECC/HANH conducted analysis of the feasibility of converting Annual Contribution Contract (“ACC”) units to Project Based Units using criteria like that set forth under Section 22. ECC/HANH will increase its flexibility to allocate the number of units in a project from 75 percent as previously approved by HUD to 100 percent for the purpose of converting ACC units to PBV units under this initiative. The purpose is to provide cash flow to enable ECC/HANH to borrow private funds for the purpose of rehabilitating aging developments in ECC/HANH’s portfolio. ECC/HANH also seeks to waive the requirement of one-year tenancy which will allow participants greater flexibility in housing options.

The mobility issue is addressed by allowing the tenants the option to vacate the development during rehabilitation with an option to return upon the completion of such rehabilitation and/or the convenience of using a Tenant Based Voucher to relocate permanently. ECC/HANH will provide all the assistance and counseling as required under Section 18 or the Uniform Relocation Act, if applicable.

ECC/HANH will limit the amount of project based units in non-mixed finance projects to no more than 50% of the units in the project; provided, however, that the agency may project base up to 75 percent of the units in such project if the project will provide replacement units for public housing units lost as a result of demolition or disposition, if the project is undertaken in an area where significant investments are being made, if the project will help to reduce de-concentration of very low income families, or if the project is located in areas that provide increased access to transportation or employment opportunities.

HUD development of the Rental Assistance Demonstration Program has made this initiative unnecessary for projects approved for RAD conversion. However, ECC/HANH continues to have non converted units that are not currently approved for RAD conversion for which this authorization remains vital.

ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of cost effectiveness and increasing housing choice.

Initiative 1.11 – Increase the percentage of Housing Choice Voucher (NON-RAD) budget authority for the Agency that is permitted to project-base from 20% up to 25%

This initiative was approved in FY13 and implemented in FY14. This authorization will allow for the continued redevelopment efforts of the underperforming developments as well as increase housing choices for our residents. It allows the Authority to use its vouchers to pool monies together in order to leverage funds for redevelopment efforts.

This initiative was contemplated prior to the advent of the RAD program. The percentage of MTW project based did not include the full conversion of ACC sites to PBVs. The advent of RAD increases the proportion of the portfolio that will be project-based. ECC/HANH's current percentage of non-RAD project based MTW vouchers is 11% (522 vouchers).

RAD conversions are not included in the calculation re. percent project based.

ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objective of increasing housing choice.

Initiative 1.12 – Development of Replacement Public Housing Units with MTW Block Grant Funds

This initiative was approved in FY13 and implemented in FY14. ECC/HANH has been very active in redeveloping and repositioning its aging public housing stock by leveraging private investment through the mixed-finance process and replacing demolished units with a variety of affordable housing types, including public housing, project-based vouchers and tax credit units. ECC/HANH has also been at the forefront of using its MTW authority creatively to complement and enhance these efforts.

In FY13, ECC/HANH proposed to begin a new initiative to develop public housing replacement units with MTW block grant funds while making use of MTW authority to waive or substitute certain program rules. ECC/HANH intended to pursue this initiative at certain specific sites in FY 13, including Farnam Courts and Abraham Ribicoff Cottages and Extensions, but intended to use this same model at other sites to be identified in the future.

Essentially, ECC/HANH will use MTW block grant funds (which are drawn collectively from public housing Operating Funds and Capital Funds and Section 8 Housing Choice Voucher funds) to develop public housing units through a mixed-finance process. The units will be operated as public housing for purposes of admissions, continued occupancy, resident rights, and certain other rules. However, for purposes of providing ongoing operating assistance, ECC/HANH will use its MTW authority to design and fund a local program to develop replacement public housing units under a local housing assistance payments contract with the owner entity, with operating assistance being utilized in a manner similar to the project-based voucher program. Among other things, this approach will allow ECC/HANH to pay debt service on private loans taken out to support redevelopment projects. To the extent necessary, under its MTW authority ECC/HANH will revise required forms to provide for this mix of applicable rules and seek any necessary HUD approvals.

ECC/HANH's need to implement this initiative has been limited due to the RAD portfolio award. This approach may be applied to developments not selected or appropriate for RAD conversion.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increasing housing choice.

Initiative 1.15 and 1.17 – West Rock Transformation Plan/Major Redevelopment Efforts (Previously Included Initiative 1.13)

This initiative was initially approved in FY2014 and revised in FY 2021. ECC/HANH's MTW flexibility has facilitated the redevelopment of the West Rock community in several phases. The West Rock revitalization is a project to redevelop two obsolete Public Housing developments, Rockview Terrace and Brookside, and one additional parcel that previously contained a commercial building. The 491 Public Housing units and the retail building that have stood on the three sites will be replaced with a mix of Project-Based Section 8/LIHTC rental, Public Housing/LIHTC rental and affordable homeownership housing totaling 472 units, along with 8,987 square feet of retail space at the 122 Wilmot site. The rental units will consist of 392 units, 352 family townhouse units and 40 senior units in a mid-rise building. The homeownership component consists of 38 units. The cost of the revitalization of the phases bulleted directly below was \$240 million.

ECC/HANH's goals in undertaking the project are to replace the blighted public housing developments and commercial building on the three sites with high-quality, well-designed residential and commercial units, provide upgraded affordable rental and homeownership opportunities to residents, improved essential services to residents and improve the quality of the surrounding neighborhood and integrate it more fully into the surrounding city.

Completed phases include:

- Brookside Phase I and II, Homeownership –ECC/HANH received HUD approval to dispose of the Brookside property in FY2010 and construction was started.
- Rockview Phase I (completed and leased in FY2014) and Phase II (completed and leased in FY2021) ECC/HANH requested approval of disposal of Rockview in FY12. Per HUD direction, Initiative 1.13 was folded into this Section V description since only single fund flexibility was required.
- Wilmot Crossing at 122 Wilmot Road
- Commercial development at Wilmot Road. (FY2013) In FY14, Initiative 1.13 – Creation of a Commercial Business Venture at 122 Wilmot Road had been combined into this initiative. The mixed-use facility will provide for the Glendower Group Inc., or an affiliate thereof, an opportunity to develop one or more cooperative ventures to facilitate economic growth and create wealth in the West Rock community.
- Ribicoff Cottages – Twin Brooks I and II. (FY 2015). TB 9% was completed in December 2015 and Twin Brooks 4% was completed in FY2016.

The next phase involves the redevelopment of McConaughy Terrace, Valley Townhouses, and Westville Manor/34 Level St.

In FY 2021 ECC/HANH began the process of undertaking the redevelopment of McConaughy Terrace to convert the property to a Project based Voucher model using the Rental Assistance Demonstration Program (RAD). McConaughy Terrace currently contains 201 units of townhouse style family rental units within two different building types. These building types include four-unit buildings referred to as 4-plexes and traditional horizontal townhouse units containing 6 units each. McConaughy Terrace was built in the 1940s and has been reduced in decades past from its original design which included 291 units, including units removed to create a central park for residents and families. McConaughy is the largest ECC/HANH family development on the west side of New Haven and its continued operation as affordable family housing is necessary to assure continued affordability in New Haven. McConaughy provides employment and shopping opportunities due to its proximity to the commercial and employment corridor of State Route 63/Whalley Avenue and the site is served by both local and regional transportation services.

The long-term sustainability of McConaughy Terrace is at risk without the substantial rehabilitation of the existing on-site units. The redevelopment plan is to substantially rehabilitate all existing units and to construct up to 26 additional units by constructing new buildings similar in size and scale to the existing 4-plex units currently located within the development. The expansion of existing affordable units will help to address the overwhelming need for affordable housing in the New Haven area. The new proposed units will be constructed per ECC/HANH's sustainable design standards. These design standards require the inclusion of more costly, yet sustainable, construction standards including but not limited to cementitious siding, quality flooring, and energy efficient HVAC and design components. To the extent feasible, the rehabilitation goal of existing units will increase energy efficiency and

incorporate other sustainability measures. These newly constructed units will also allow for the inclusion of accessible units at McConaughy Terrace. The existing development, dating from the 1940s, does not have any accessible units. Ten new accessible units are included in the design plans.

The development plan will also include the addition of market rate units within the newly constructed buildings, which is recognized as a successful method of economically integrating affordable developments and improving sustainability. The redevelopment will also include supportive services with a goal of improved access to jobs, high quality early learning programs, public assets, public transportation, and high-quality public schools and education programs.

McConaughy Terrace was awarded competitive 9% Low Income Housing Tax Credits and 4% tax credits. The financial closings were targeted for the third quarter of calendar year 2022. It is anticipated that construction will take 18 months to assure that all required relocation activities will comply with the Uniform Relocation Act, applicable RAD notices, and family needs. Under this scenario the redevelopment will be complete, and all units re-occupied by the end of the first quarter of calendar year 2024.

In FY 2021 Valley Street Townhomes received an award from the U.S. Department of Housing and Urban Development (HUD) under its Rental Assistance Demonstration (RAD) portfolio award to convert public housing units to Section 8 project-based rental assistance contracts. Valley Street Townhomes is located at 210-290 Valley Street, New Haven. ECC is proposing to demolish and reconstruct this development as part of the conversion to RAD PBVs. The development will be completed by The Glendower Group, ECC's non-profit development arm. Valley Street currently contains 40 units of family housing constructed in a townhouse style and lacks accessible units. Valley Street is plagued by water infiltration and mold due to poor design and construction standards and has been determined to be more costly to rehabilitate than it would be to demolish and reconstruct on site. The proposed demolition and new construction of 40 units (32 RAD LIHTC and 8 unassisted market units) to replace the existing Valley Townhouses is included as part of ECC/HANH's RAD portfolio award. The multi-family property currently has a total of 39 rental apartments plus one apartment used as a community center on a site of approximately 3.21 acres. Construction of the property was completed in 1974, with capital work in 1995 and 2012. These more recent improvements have not been able to correct the moisture issues which has led to a recurring mold problem that will only be exacerbated by climate changes.

The new Valley Street development will occur on the same site and include 40 townhouse style units of which 10% will be accessible. All units will be visitable per Connecticut state statute. A community center will be built as a separate structure on the same site for social service, development recreational activities, management services and will also include laundry facility for residents. The redevelopment of Valley Townhouses will continue the revitalization of the Housing Authority of New Haven's affordable public housing stock, provide residents with easy access to public transit, and promote economic diversity in the area. The site is served by 7-day per week bus service that links to the Whalley Avenue corridor and the downtown New Haven providing direct linkages to commercial, employment, and medical services

Valley Street has received LIHTCs through the Connecticut 9% competitive process and all other funding source are in place. The Valley Street closing occurred in the third quarter of calendar year 2022. The construction period is estimated at 15 months with occupancy is anticipated for the third quarter of CY2023. All current residents will be provided full RAD and URA relocation rights including the right to return to the completed development.

Westville Manor/34 Level Street - Westville Manor originally contained 151 units of family housing. Westville Manor has outlived its economic useful life and is plagued by water infiltration, erosion and other moisture issues. The original design and building layout also does not provide areas of defensible space. Westville Manor consists of a series of linear buildings clustered around parking lots, on a terraced landscape due to steeply changing topography. As a result of a combination of topography and design, the current development has experienced extensive moisture issues. The cost of rehabilitation is similar to the cost of redevelopment with the result still being poorly designed units and likely future moisture problems. ECC/HANH is proposing a complete demolition and redevelopment of Westville Manor.

The redevelopment of Westville Manor represents the final piece in the transformation of ECC/HANH's West Rock Redevelopments into a new neighborhood that will become a community of choice. As can be seen from the following West Rock Master Plan map, Westville Manor lies adjacent to a series of newly redeveloped properties that were completed under the West Rock Revitalization Plan. This plan was completed in conjunction with the City of New Haven and undertaken through the City's Planned Development District regulations.

Westville Manor is located in an area of many opportunities. In addition to abutting West Rock State Park, the Westrock neighborhood features a number of other public assets, including Southern Connecticut State University, a health care center, and elementary and pre-schools. Just beyond the northern boundary of the neighborhood is the suburban Town of Hamden. Westville Manor will be redeveloped in three phases, 1 off-site and 2 onsite to replace the existing 151 units. The offsite phase, Rockview Phase 2, has been completed and is fully occupied. The original site will be completed in 2 phases due to the site and the number of units being developed. It is anticipated that on-site phase 1 will begin construction in early 2023 dependent on the obtaining of all funding. Phase 2, which will complete the replacement housing on-site, would likely begin 1 year after Phase 1.

ECC purchased 34 Level Street, New Haven, CT. The subject property is comprised of a 43,339 square foot inactive skilled nursing facility, constructed on a 6.00-acre site. The improvements were built in 1958, and are in very poor condition. The property has been vacant since the nursing home was closed in 2010. The property is located in the West Rock neighborhood directly adjacent to Westville Manor. The redevelopment plan is to demolish the existing building(s) and redevelop the subject property as a 50 unit elderly development that will allow for the elderly to live independently even as residents may require more assistance with activities of daily living. Through this redevelopment Glendower is planning to construct a 50 unit HUD 202 Elderly Housing Development with the following characteristics:

- Housing that is physically designed to promote the long-term wellness of Elderly Persons and allow them to age in place;
- Can provide a robust package of services that support the health and social well-being of Elderly Persons; and
- Leverage Capital Advance funds with other financing sources to maximize the number of units created per dollar of HUD funding.

Glendower is planning to apply under the HUD Section 202 Supportive Housing for the Elderly program during the next available round. A mixed-finance model will be used with funding sources including Low Income Housing Tax Credits, Section 202 funds, and MTW funding. We see this as a great opportunity to continue to create a mixed-age, multi-generational development in the West rock that will allow neighborhood residents to age in place.

ECC/HANH does not anticipate changes to the initiative or metrics. This initiative aims to increase housing choice and cost efficiency of redevelopment efforts.

Initiative 1.16 – Crawford Manor Transformation Plan

This initiative was approved in FY13, implemented in FY16, and placed on hold in FY17. This initiative was moved from on hold to active in FY 22.

ECC/HANH applied for the Choice Neighborhoods Initiative Planning Grant, but it was not awarded. This initiative was placed on hold while an alternative plan and timeline could be devised. Crawford Manor will be redeveloped using a combination of State and Federal Historic Tax Credits as well as Low Income Housing Tax Credits. Crawford Manor was designed by world-renowned architect Paul Rudolph in the 1960's brutalist style. Paul Rudolph was the Dean of the Yale School of Architecture at the time and this building is considered a local landmark and is listed on the national registry of Historic places. The listing on the National Register limits the type of rehabilitation that can be completed but also opens the redevelopment to non-MTW capital. The procurement process for an architect, historic consultant, and construction manager has already begun.

The intention was to complete architectural plans and seek funding in the 4th quarter of FY2022. The property currently contains 109 units in a mixture of studio and 1-bedroom units. If approved by the State Historic Preservation Office, a small number of units would be combined to allow for the inclusion of additional 1 bedroom or 2-bedroom units. Under no circumstances will the diminimis reduction of 5% be exceeded.

ECC/HANH does not anticipate any changes to the metrics and only requires MTW fungibility.

Initiative 1.21 – Initiative Expanded Jurisdiction: Creating Housing Opportunities Outside of the City of New Haven in Areas of Opportunity

This initiative was approved in FY 2019. This initiative proposes to expand the jurisdiction of the ECC/HANH and its instrumentalities to develop affordable housing or site project-based vouchers in areas that have been identified as “opportunity areas”. Opportunity areas have been mapped in the State of CT by the Open Communities Alliance and identify areas that are “opportunity-rich” with regard to educational outcomes, employment access, poverty, crime rates and more. While the City of New Haven doesn’t fare well across several of these measures, it is in close proximity (within 15 miles) of many towns that are considered High and Very High Opportunity.

Currently, achieving significant increases in mobility moves to areas of deconcentrated poverty has been difficult. Most ECC/HANH assisted families lease in the City of New Haven – a city of high rates of poverty (30% of families live in poverty). Affordable housing in the city is increasing with over 20% of housing units subsidized. Most census tracts in the city are classified as concentrated poverty areas. This initiative seeks to allow ECC/HANH and its instrumentalities to develop housing opportunities that allow families from ECC/HANH waitlists to obtain housing opportunities that currently do not exist.

ECC/HANH has identified its first potential project and awarded PBV support to a redevelopment effort in the neighboring suburb of Branford CT. During FY 2022, ECC/HANH entered into an MOU with Branford Housing Authority, completed an AHAP and assisted with subsidy of existing residents. Construction is expected to be completed in FY 2023.

ECC/HANH continues to pursue other development opportunities in areas of opportunity. ECC/HANH is not looking to apply its other MTW flexibility to jurisdictions outside of ECC/HANH.

ECC/HANH does not anticipate changes to this initiative or metrics.

Initiative 1.22 – Non-traditional Housing Support Time Limited Support for Families Transitioning from Homelessness

This initiative was approved in FY19. ECC/HANH proposes to co-develop Non-traditional housing supports for units of affordable housing for families transitioning from homelessness. This activity will be a 10-year PILOT program. This support is targeted toward families seeking economic self-sufficiency following shelter and transitional housing offered through a community provider. The City of New Haven has identified the need for supportive housing units to assist families, specifically working families as they attempt to make the transition from shelter and transitional housing to permanent non-assisted housing.

The first project developed under this proposed initiative is a 19-unit development owned by a community provider, Christian Community Action (CCA), and the Glendower Group, the real estate development entity of the Housing Authority.

CCA owns a 19-unit (18 rental units and 1 superintendent unit) transitional housing development that they seek to transition to 24 to 36 month supportive housing model. The authority will provide eighteen (18) project-based units. Participation in the program does not guarantee any housing assistance beyond the 36-month program period. During participation of this program participants will not be able to opt out and apply for a tenant-based voucher or mobility voucher. ECC/HANH has entered into a partnership with CCA to develop new non-traditional housing models that assist in greater housing choice and self-sufficiency for high risk families transitioning out of homelessness. As part of the proposed activity, CCA and ECC/HANH may enter into a new partnership that will own the property where

the program activities will take place. ECC/HANH will provide short-term, time limited housing assistance and the community provider will provide the supportive services.

ECC/HANH proposes to provide non-traditional housing support modeled on the housing choice voucher program with subsidy paid at the 110% payment standard. Further this model is a non-traditional housing model involving short term assistance under a modified HAP agreement with modified payment standards for housing that is consistent with uses of Section 8 and 9 funds. Participants will be selected off a waitlist managed by the non-profit partner and will consist of families transitioning from shelter care.

During FY 2021, acquisition and renovation and program design was completed. During FY 2022, XX families were leased.

ECC/HANH does not anticipate changes to this initiative or metrics during FY2023.

Initiative 1.23 - St Luke's Whalley Avenue Development

Approved in FY202ECC/HANH through its instrumentality The Glendower Group, seeks to partner with a community based developer, St. Luke's Development Corporation to redevelop multiple adjacent commercial parcels along Whalley Avenue just walking distance from downtown New Haven and Yale University into a premier mixed-use development including commercial/retail space and market and affordable units. Currently under design, the project plans will provide for a comprehensive transformation of the corner of Whalley Avenue and Sperry Streets in the city of New Haven.

The project's parcels are in a newly designated "opportunity zone," where certain investments will be eligible for preferential federal tax treatment. The Project shall consist of approximately fifty-five residential units and appurtenant commercial or retail space. The occupancy and income requirements shall conform to the requirements for "qualified residential projects" under section 142 of the Internal Revenue Code as well as the requirements of any other funding program.

St. Luke's Development Corporation (SLDC) has acquired parcels located at 117-125 & 129 Whalley, 10-12 Dickerman, and 34-36 Sperry. SLDC requires certain predevelopment and development services in connection with the development of the Project, has determined a need for a co-developer to assist with the development of the Project, and desires to work with Glendower as co-developer to undertake the Project.

The St Luke's Whalley Avenue Development Project will redevelop multiple adjacent commercial parcels along Whalley Avenue just walking distance from downtown New Haven and Yale University into a premier mixed-use development including commercial/retail space and market and affordable units. Currently under design, the project plans will provide for a comprehensive transformation of the corner of Whalley Avenue and Sperry Streets in the city of New Haven.

In 1997, congregants of St. Luke's Episcopal Church founded St. Luke's Development Corporation (SLDC), a not-for-profit corporation in order to provide neighborhood retail amenities, high-quality affordable housing, and affordable office space in New Haven's Dixwell neighborhood and on Whalley Avenue. SLDC's first project, Josephine Jarvis Gray Senior Housing, completed in 2007, provides eighteen affordable units for elderly residents in New Haven's Dixwell neighborhood. Additionally, and SLDC has developed an eighteen-unit, \$3 million low-income senior housing facility located at 120 Goffe Street and has managed the \$595,000 rehabilitation of a two-family home at 16 Dickerman Street.

The Glendower Group (Glendower) is a nonprofit 501(c)(3) corporation established in November 2001 is an instrumentality to the Elm City Communities / Housing Authority of the City of New Haven (ECC/HANH). Glendower has been engaged in the development of real property for the past 20 years and has successfully developed over \$560 million worth of developments in New Haven, Connecticut: Glendower is at the forefront of those leading the private sector market in affordable housing. Glendower provides comprehensive and integrated real estate

development services specializing in affordable housing. Glendower’s vision has always been high-quality, innovative, and fiscally sound housing for families.

The project’s parcels are in a newly designated “opportunity zone,” where certain investments will be eligible for preferential federal tax treatment. The Project shall consist of approximately fifty-five residential units and appurtenant commercial or retail space. The occupancy and income requirements shall conform to the requirements for “qualified residential projects” under section 142 of the Internal Revenue Code as well as the requirements of any other funding program. The St Luke’s Whalley Avenue Development Project will include the demolition of the commercial structures located at 117-125 and 129 Whalley Ave. and raze a multi-family building over ground floor commercial/retail space with a lower-level buildout for community access and use.

This mixed income project will contribute to promote healthy lives, a strong community and robust economy. Residents of the Whalley Avenue building will have easy access to area amenities providing them the opportunity to participate in social activities and services available in their community. The pedestrian-friendly layout of the project will offer increased traffic to new and existing businesses leasing the commercial space, and the new building will improve curb appeal as it becomes the gateway to one of New Haven’s most active commercial districts.

To assist in the development of this affordable housing development, Elm City Communities will provide up to 62 project-based vouchers utilizing flexibilities previously approved under MTW Plans. The project-based vouchers will be issued, consistent with all other ECC/HANH project based vouchers activities and will be issued in accordance with the HUD regulations and ECC/HANH redevelopment efforts. The Glendower Group, ECC’s development instrumentality, will act as co-developer and will assist in the planning, implementation, and management of the property.

This initiative meets the statutory objectives improving housing choice and cost effectiveness. This initiative will increase housing choice by providing additional affordable housing options in the Whalley Avenue Corridor that provides direct access to commercial, retail, and job opportunities. The inclusion of new affordable and market rate units where quality affordable housing doesn’t currently exist will also improve housing choice by creating new affordable units.

Due to costs related to the demolition of ancillary buildings and the new construction of a new approximate 62 unit residential building, the development of St Luke’s Whalley Ave is only feasible through a mixed finance model which includes the inclusion of Low-Income Tax Credit (LIHTC) equity and private financing. It is ECC’s intent to make a loan to the partnership to assist with the redevelopment that shall be repaid from operating cashflow. ECC/HANH, through its development instrumentality, The Glendower Group applied for 4% Low Income Housing Tax Credit in the second quarter of FY 2022. Architectural documents were completed in the 3rd quarter of 2022 and the financial closings were targeted for the fourth quarter of FY2022. It is anticipated that construction will take 18 months to assure that all required relocation activities will comply with the Uniform Relocation Act. Under this scenario the redevelopment will be complete, and all units occupied by the first quarter of calendar year 2024.

Self Sufficiency Initiatives

Initiative 2.1 – Family Self-Sufficiency (FSS) Program

Approved and implemented in FY07.

Description and Status

ECC/HANH’s FSS program provides intensive counseling and case management services to help participant families achieve their self-sufficiency goals, according to each family’s needs. Adding new services has allowed ECC/HANH to provide much needed support to a larger number of LIPH and Section 8 residents. Service referrals focus on:

- remedial education

- literacy classes
- GED preparation
- vocational and job skills/employability
- financial management

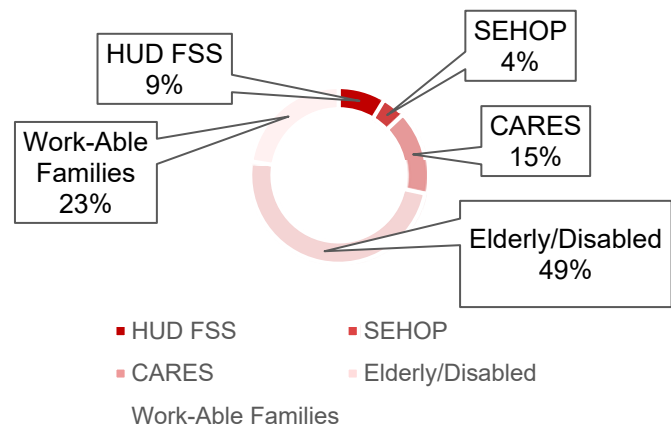
Since its implementation in FY07, ECC/HANH has continued to add new services and programs for participants. For example, ECC/HANH has invested in computer Learning Labs that offer services to assist families move toward self-sufficiency. ECC/HANH also created a specialized training program that offers training in fields with employment opportunities in New Haven, such as healthcare or automobile repair. This program aims to provide residents the skills necessary to obtain employment or increase earnings. ECC/HANH continues to provide classes and trainings to residents that are experiencing barriers to employment. Classes include, but are not limited to:

- pre-GED
- GED
- literacy
- financial literacy
- basic, intermediate, and advanced computer training
- job skills and life skills classes prior to applying for jobs

The MTW FSS program serves over 1,150 families. This includes:

- 570 Elderly/Disabled households
- 260 identified work-able families enrolled in MTW funded slots
- 178 families enrolled in the CARES Program
- 100 families enrolled in the HUD FSS grant-funded slots
- 60 Section Eight Homeownership Program (SEHOP) vouchers

Enrollment in MTW FSS Program



The following table details the number of enrollment slots for each program.

Program	Number of Slots	Benefits from Escrow	Owner	Supports
HUD FSS Grant Funded Slots	150	Yes	FSS Coordinators	RSCs, CED Managers & Supervisors, MSW
CARES Program	Up to 178	Yes	CARES Coordinator	CED Managers & Supervisors, MSW
Work-able families	60	Yes	Program Managers	FSS Coordinators, CED Managers & Supervisors, RSCs & MSW
	200	Yes	RSC Coordinators	

Elderly/Disabled	570	No	RSC Coordinators	CED Managers & Supervisors, MSW, Recreational therapist, FSS coordinators
TOTAL	1158			

This initiative is expected to increase the self-sufficiency of residents through employment, specialized training, higher education, and increased earnings. Currently, every FSS participant can attend workshops and seminars offered by the CED Family Self Sufficiency and Resident Owned Business programs. ECC/HANH also coordinates programs through the Connecticut Association Human Services, CONNCAT Training School, and HUD Homebuyer seminars, among other resources.

FSS will continue to offer programming beneficial to all residents, including a focus on empowerment, childcare, financial literacy, and mental health. In FY23, ECC/HANH will continue to promote class offerings to better serve residents’ needs and will continue to partner with other agencies that are a part of the Program Coordinating Committee (PCC). With the services provided by ECC/HANH to include computer classes, job skills training and assisting families in finding employment, ECC/HANH expects the average household earnings will increase and residents will continue to meet self-sufficiency goals.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY23. This initiative meets the statutory objectives of Self Sufficiency, Housing Choice and Cost Savings.

Initiative 2.3 – CARES (Caring About Resident Economic Self-Sufficiency)

This initiative was approved in FY12 and implemented in FY13. As an MTW Agency, ECC/HANH implemented a new pilot program to promote HUD’s mission to promote self-sufficiency throughout the agency. ECC/HANH developed a pilot self-sufficiency plan for the Brookside Phase II Rental development and Rock View (not RAD sites) that encompassed HUD’s continued mission to increase self-sufficiency among residents and promote accountability.

Key program components:

- The C.A.R.E.S. Program (Caring About Resident Economic Self-Sufficiency) introduced the concept of term limits into the public housing and Section 8 programs administered by ECC/HANH. All residents, except those exempt under the program requirements will be subject to a 72-month time limit on receiving rental assistance.
- The second component of the program is that certain individuals will be required to participate in an extensive 24- month case management supportive program designed to overcome barriers to becoming self-sufficient. The returning residents are exempt but can voluntarily participate in the program. The agency will use its MTW flexibility to fund the required social service component of this program.
- At year three, in an effort to support transition to unassisted housing, CARES residents are paid their subsidy directly and learn to manage their finances and the payment of their full rental payment.
- At year three, CARES participants subsidy is frozen at that level.
- A deposit is made into the escrow account for all participating families. The deposit is equal to the amount of one year’s subsidy and is available to deal with hardships, self-sufficiency needs or can be taken upon graduation from the program.

Prior to signing a lease at the newly redeveloped Brookside Phase II Rental site and Rockview, all residents will have a pre-orientation that explains the CARES Program. At the end of the 72-month limit receiving rental assistance, the rent will be adjusted to Flat rent (public housing) or Market rent (PBV), less prorated assistance for household members who are seniors, 18 years of age or under, disabled or otherwise exempt, as described in the plan.

We recognize that there are individuals who due to no fault of their own will not be able to achieve self-sufficiency on their own. Non-exempt individuals who have an Individual Service Plan (ISP) and case manager and show progress towards the goals of the plan will continue to be able to receive assistance as long as they continue to make progress towards their goals. Out of the 101 units developed in the Brookside Phase II Rental project and 77 at

Rock View, all have been assessed and are required to enroll in the CARES program except those residents who are excluded.

There are two levels of engagement into the program, a Full CARES participant and Transition participant. A Full CARES resident is an individual who possesses educational and job development skills that have a substantial demand in the labor market. The Full CARES participant typically is working full time and **earning a livable wage**. Transition CARES residents lack one or both criteria mentioned above. A typical Transition participant is working part time and/or in need of training to obtain higher wages and full-time job.

Residents and participants are incentivized to enroll in the CARES program because of the desirable residential community, intensive supportive services offered, the escrow payment and the increased control over the use of their funds (including subsidy dollars). CARES residents will receive a lump sum of the equivalent to the subsidy payments in the final year of the program deposited into an escrow account (REEF) at year 3 and released upon graduation from CARES. The funds in the REEF at year three may be used to cover the following costs; a hardship (as defined under the Hardship Policy and Guidelines), purchase of a vehicle to attain or maintain employment (a onetime payment not to exceed \$3,000 after all other options have been exhausted), start a small business (a onetime payment not to exceed \$2,500 after all other options have been exhausted), purchase a computer, or enroll in higher education, subject to the approval of ECC/HANH. The monthly subsidy payment will be pre-determined at an initial assessment conducted prior to lease up in a manner consistent with the Authority's Rent Simplification Program.

While the most intensive supportive services are provided during the first two years of the program, all participants continue to be able to avail themselves of the support as needed. It is anticipated that as barriers and service needs are addressed, the need for such intensive support will wane. This policy and procedural change has resulted in modifications to the MTW Plan, ACOP and Administrative Plan.

The CARES program description can be found in [Appendix 3](#).

In 2015 the program was reviewed and updated to clarify that receipt of a PBV is not an option for families living at the CARES sites (Brookside II & Rockview I), regardless of participation in the CARES program or if they opted out; unless the family has an exemption. At time of graduation, for some residents, this means transitioning to Fair Market rent or Flat rent, and for others, this means moving into a fair market unit in the community or purchasing a home. Every participant in the CARES program is receiving on-going support and assistance through Family Self Sufficiency, homeownership, Resident-Owned Business, Connecticut Association Human Services-Financial Literacy, CONNCAT Training School, and other programs with ECC/HANH or in the community.

In 2018, the CARES program underwent improvements to focus on reinforcing the inaugural principles of the program. CARES' focus continues to provide case management, resources and tools to support participants in reaching self-sufficiency. As part of this effort, ECC/HANH offered participants the opportunity to elongate their program participation to receive the full benefit of the CARES program. The following options were provided to participants:

- Participants remain at their original contract date in the CARES program with no changes in income or reset. Household will pay full rent to owner and will be subject to the 72-month time limit reflecting original contract date.
- Participants will remain at their original contract date in the CARES program, however, household will go back to year 3 income. Household will pay full rent to owner and will be subject to the 72-month time limit reflecting original contract date.
- Participants will reset to year 3 as an extension to receive all resources & tools for families to reach self-sufficiency & reset to year 3 annual recertification. Income will be based on year 3 to determine the monthly subsidy. Household will pay full rent to owner and will be subject to the 72-month time limit reflecting New Year 3 reset date.

During this time, program participation increased by 17%. Families participated in briefings where they were reminded of the program rules and requirements and all families were again given the opportunity to opt into or out of the program. All current participants opted to stay in the program and a number of families who previously were not participating opted in. CARES is reaching its 1st 72-month mark, and residents who chose option 1 are aware of the program requirements and are preparing to graduate from the program.

Significant Change in Amendment #1 of the MTW 2020 Plan:

CARES Program Interim & Rent Hardship Rule During COVID19 and any pandemic or National, State or Local emergency affecting a large number of families in the community.

CARES program will include an opportunity for families to request a rent adjustment during COVID19 and any similar pandemic or emergency affecting a significant number of families in the community. Families who experience a loss of income as a result of a natural disaster, local, state or national emergency such as COVID19 or the like, may have the opportunity to submit a request for interim rent change. The family must be able to provide documentation that proves that the loss of income is related to this a specific situation listed under this category.

In order to prevent the reprocessing of files when families go back to work during a time like this, the CARES coordinator will create a letter which advises the families of decrease to their rent for 120 Days (4 months), as a result of loss or decrease in income. At the end of the 4 months, the rent will be adjusted back to what it was before the decrease. Staff would process 2 actions, the decrease, and a second action (effective on the 1st day of the 5th month) which would be an increase back to the amount prior to the decrease. This way, families will not need to report the increase and staff can give 30-day notice of the potential increase change at the same time they are giving the decrease notice.

The decrease in rent will reflect 30% of the total household income but will allow for families with total household incomes below \$2500 annually, to pay as little as the minimum rent of \$50 with the expectation that everyone pays something for housing. Residents who are unable to pay the minimum rent of \$50 can request a hardship exemption for rent payments between \$0 to \$50 accordingly.

These individuals meet with ECC/HANH Hardship Committee to determine the nature and length of the hardship and their rent is then modified accordingly based on the information collected.

If a family is unable to pay the minimum rent because of a financial hardship the family may be eligible for a temporary waiver from paying Minimum Rent.

A family may be exempt from Minimum Rent for 120 days when the family experiences a hardship as a result of COVID19 and other similar pandemic or National, State or Local emergency affecting a large number of families in the community. There is no requirement to repay this rent during this type of circumstance, and no referral to FSS or community service will be required. Retroactive adjustments do not apply to families in the CARES program as they are required to pay rent based on the 3rd year rent calculation.

CARES Escrow

Families with an escrow balance may request funds for emergency services and needs associated with the current pandemic and other similar emergencies affecting families in the community. Families may request access to their escrow savings separate from the already embedded request for escrow outlined in CARES. This request will not count toward the number of requests allowed, per family. In addition to the current list of allowable uses, requests can include items such as, but no limited to:

- Food insecurities
- Home necessities
- Rent
- Related Medical Expenses
- Utility payments
- Transportation related expenses

Requests may be approved at the discretion of the housing authority only after all resources, such as access to foodbanks, diaper banks, and other community resources have been exhausted. All requests will need to be

reviewed by the CARES committee under an expedited version of the current escrow request approval process and must be reviewed and signed by the Director of CED or designee.

ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed.

This initiative meets the statutory objective of increasing family self-sufficiency.

Initiative 2.4 – Teacher in Residence

This initiative was approved in FY15 and implemented in FY15. As part of ECC/HANH Believes, an ECC/HANH youth initiative, Elm City Communities seeks to make academic supports readily available to the approximately 2,000 school age youth residing in our developments. Modeled on the Officer in Residence program already implemented through HUD approval, ECC/HANH offers housing to teachers in exchange for the delivery of homework help and tutorial services for our youth. Teachers housed through ECC/HANH Believes are called “Teachers in Residence” and the initiative provides ECC/HANH youth with the necessary academic assistance so many of our youth need, as well as help bridge a historical divide between educators and our families. Creating communities where teachers and parents reside and commune regularly shifts traditional relationships between teachers and parents. In turn, the program creates space for experiential learning, living, and communication. We are building relational pathways from the home into the classroom.

Teachers in the pilot program, as part of an agreement between ECC/HANH and each teacher, are required to provide educational assistance to ECC/HANH’s youth residing at McConaughy Terrace (the development selected for the pilot where the Teachers in Residence will be housed). Educational assistance to Elm City Communities’ school-aged youth is defined as follows:

- Conduct a site-base homework help program at the developments in which the Teacher in Residence resides, in conjunction with ECC/HANH staff, throughout the school year;
- Provide homework help and/or tutoring for students in their respective ECC/HANH developments;
- Facilitate site-based meetings for parent residents, in conjunction w/ECC/HANH staff, so that parents may better understand how to navigate the New Haven public schools; and
- Participate in the Tenant Resident Council.

ECC/HANH hosts meet and greets for each teacher at the identified ECC/HANH sites in order to spark relationships between and among the Teachers in Residence and residents, facilitate communication between the teachers and ECC/HANH staff and to evaluate and alter the program, as needed. Specific terms of the program are included in the Teacher in Residence agreement.

The Special Use unit designation benefits teachers in providing subsidized housing as well as benefits residents as the teacher in residence will support academic achievement of ECC/HANH’s youth through the aforementioned educational assistance. Increasing students’ academic achievement has the potential to end the cycle of poverty for our families. In doing so we are building a new, vibrant middle class in New Haven; as this initiative increases the economic self- sufficiency of our families. Anticipated outcomes include improved academic success as students receive additional academic assistance, improved attendance in school as students better understand their respective academic material, and improved performance on district and/or standardized testing.

Program dollars are limited in terms of the ability to pay for such on-site services. By offering the incentive of housing, we are able to access these services without an additional outlay of cash. Efforts to ensure the academic success of young people reduce the likelihood that they become the next generation of subsidized housing recipients.

ECC/HANH has received HUD approval for one (1) MTW neighborhood services special use dwelling unit previously at Waverly townhouses, and now moved to McConaughy Terrace.

Teacher in Residence meets with ECC/HANH supervisor on a weekly basis as the program continues to develop at McConaughy. The expectation is that the Teacher in Residence also meets with the property manager, Community & Economic Development Manager and Resident Services Coordinator for the site on a quarterly basis to review progress, challenges, influence recruitment, coordinate activities and events. ECC/HANH will continue to work closely with the Board of Education to facilitate access to other pertinent information and to compare progress in program to school outcomes as well as attendance.

ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed.

This initiative meets the statutory objective of increasing family self-sufficiency.

Initiative 2.5 - REACH Grant. Incentive Grant Program for ECC/HANH Residents Participating in Agency's Family Self Sufficiency Program.

Approved FY19

Establishment of Incentive Grant Program for ECC/HANH Residents participating in Agency's Family Self-Sufficiency Program, the REACH Grant will provide cash assistance to residents seeking to achieve defined self-sufficiency goals. (Participants do not include residents enrolled in HUD FSS Program or ECC/HANH CARES Program).

Activity Description

ECC/HANH proposes to phase out and replace the Incremental Earned Income Exclusion program with the REACH Grant Program. ECC/HANH residents that have elected to participate in the agency Non-HUD FSS Program, will be able to apply for and receive up to \$500 per year for up to 5-years to support their achievement of goals that they have established for themselves as part of the Individuals Self Sufficiency Plan. REACH Grant funds will be managed by FSS Case Managers.

The REACH Grant Program seeks to reduce barriers and facilitate short term wins for residents as they move toward self-sufficiency. REACH grant funds will not roll over from year-to-year. The intent of not having funds carry forward for one year to the next is place an emphasis of goal achievement during each year of participation. This is a departure for previous programs that the Agency has established, like with the CARES Program and from the traditional HUD FSS Program, where participants can become eligible build or grow dollars in escrow accounts, which can be used to purchase automobiles, down payment for home purchase or educational expenses.

Instead the REACH Grant aims to support our residents in different ways. It is designed to be an accelerator that seeks to make the first or next step in a resident's pursuit of their goals possible, without a great deal of bureaucracy, but with full transparency.

We anticipate that REACH Grant Funds will be used by residents in the following ways:

- Books for School or Educational Courses
- Application or Enrollment Fees
- Uniforms
- Testing Requirements
- Tools and Equipment for Work
- Technology
- Small Emergencies
- Short Term Transportation Needs

In establishing the REACH Grant program, ECC/HANH is attempting to determine if there is a direct correlation between receiving incentives and goal achievement for participants in the FSS Program. Grant awards must be made in the context of the Self-Sufficiency Goals that have been established by the participant and will be tracked using ECC/HANH new Case Management System. The case management System will be linked directly with Service Providers. FSS Case Managers will be able to see impact of the REACH Grant on performance of success of our participants in real time, with the goal of not only being able to show the impact of how these funds are impacting the lives of our participants, but also to illustrate how small incentives have an impact of reducing subsidies.

REACH will give incentives to families with children where the head of household is working, is seeking to work or is preparing to work by participating in job training, educational programs or programs that assist people to obtain employment and become economically self-sufficient.

REACH Grant provides support to head of households and is designed to provide resources to overcome barriers or obstacles that often prevent individuals from moving forward or achievement of a defined goal. We very much see the REACH Grant Program as the "But for Stopper". The program model is designed to give individuals the resource they need to move forward, without making them dependent on the resource for their future success.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY23. This initiative meets the statutory objectives of increasing self-sufficiency.

Initiative 2.11 Community Health Network of CT (CHNCT)

Elm City Communities, The Housing Authority of New Haven (ECC/HANH) was approached by a local health care insurer who seeks to provide a small amount of funding to support housing needs for families enrolled in their service. ECC/HANH proposes an initiative in connection with the Community Health Network of CT (CHNCT) to provide layered rental subsidy to recipients of the HUSKY A or Husky D medical insurance program. The program seeks to pilot a combined subsidy model that merges funding from healthcare and housing providers that demonstrates the importance of investing in social determinants of health and to potentially open up new sources of funding and partnership to address housing need in this community. By demonstrating the power of housing stability to support medical stabilization, we hope to learn lessons that may lead to program expansion and additional partnerships.

Per Notice PIH-2011-45 (HA), this initiative is a Local Non-traditional use of HCV funding. The activity will be implemented under the category, Service Provision as it will provide supportive services subsidies for low-income families and will be compliant with the general and service provision parameters, as listed.

ECC/HANH and CHNCT will provide a combined subsidy for up to four families for a period of no more than 24 months per family. The program size is small as determined by the funding level of the funder (CHNCT). While the pilot is small, the lessons learned may help to generate a larger investment by CHNCT and perhaps other insurers. Families in this program will be required to participate in a person-centered program provided by the Community Health Network of CT, developed to help members manage the social, medical, financial, and behavioral health issues associated with complex conditions.

All Program Participants will agree to a maximum period of housing subsidy support of 24 months. At the end of the program period, unless otherwise authorized, it is the expectation that families will continue to rent market rate units in the community without subsidy or will have identified subsidized housing options inside or outside of the City of New Haven.

Program participants will be screened and referred by CHNCT and placed on a program specific waitlist. The team at CHNCT will be referring families who qualify under their criteria and will then send the names to ECC/HANH. Once ECC/HANH receives the names, the family will be added to a special waitlist for this program.

Upon referral, ECC/HANH will screen for HUD program eligibility. Participants not deemed eligible will be notified and provided information about how to apply for ECC/HANH's other housing programs. Program participants must meet the income eligibility criteria for CHNCT's Medicaid program. Program participants will not be placed on any of the regular ECC/HANH waitlists unless the family has applied via an open waitlist process. The participant will not

be issued a voucher and participation in the program does not provide any housing assistance beyond the 24-month program period.

Rental assistance will be treated as a layered subsidy in the following order:

1. The family will be responsible for paying their portion of the rent in a market rate unit based on ECC/HANH's Rent Simplification rent calculation.
2. The Community Health Network of CT will provide \$500.00 toward the families rent on a monthly basis for a period of up to 2 years (24 months).
3. ECC/HANH will assist each participating family with the remaining rent balance for up to 2 years (24 months).

Families can receive up to two years of assistance under this program, however the term can be shorter if the funds available do not cover two full years. This would be the case if a family leaves the program after a period of less than two years, and a new family comes in, to access to the remaining subsidy period, based on the agreed upon amount per month (\$500). It may be possible to arrange the spreading of the subsidy during a longer period of coverage for the new family as long as the total amount does not exceed the agreed upon program total.

ECC/HANH will provide participants with housing search assistance services through its Relocation Department. All units will be inspected for HQS compliance through ECC/HANH's HCV unit inspection process. All housing subsidized under this initiative must meet HQS compliance.

CHNCT Program & Services

CHNCT's Care Management program, Intensive Care Management, is a system of collaborative processes which assesses, plans, implements, coordinates, monitors, and evaluates options and services to meet an individual's health needs. The correlation between receipt of the rental subsidies and the services provided by CHNCT creates an opportunity and consistency for members to receive appropriate care management services. Knowing the member's permanent address at least for the 2 years, allows the care management team the ability to readily locate members and maintain contact to offer ongoing services to manage their medical and behavioral health conditions. Additional benefits include 1:1 engagement with a CHNCT nurse care manager, registered dietitian and/or community health worker to provide coaching in lifelong skills targeting improvement in overall self-management and elimination of barriers associated with social determinants of health.

- Intensive Care Management (ICM) is comprised of a multidisciplinary staff of nurses, Social Worker, Behavioral Health Coordinator, Community Health Workers, Dietitians, and non-clinical support staff.
- Promotes quality, cost-effective improved health outcomes for members who have complex or specific healthcare needs.
- Assists members who are affected by the underlying factors relating to the social determinants of health.
- Is a voluntary, person-centered program developed to help members manage the social, medical, financial, and behavioral health issues associated with complex conditions.
- Provides coaching and resource coordination to support and empower HUSKY members to help them take control of managing their healthcare needs.
- Focus includes high-risk, high-need members which includes those with frequent hospitalizations or emergency department (ED) visits.
- ICM Engagement Process:
 - Completes the assessment and develops a care plan for both member and family members. Working with members at home, CHNCT nurses will assess health conditions, health perception, cultural values, coping mechanisms, self-care practices, and social determinants of health to support the member's ability to prioritize important areas and goals.
 - Assists members who are affected by the underlying factors relating to the social determinants of health.
- CHNCT will complete a person-centered plan of care to assess barriers.
- Arrange transportation to medical appointments
- Rental assistance for no more than two years paid to ECC/HANH to administer.
- Identify PCP and specialists that would support the members complex health needs.

- Coordinate services with the Connecticut Behavioral Health Partnership for behavioral health needs and link to community resources

This initiative is designed to increase Housing Choice for low income families: During the two-year period, families will have the opportunity to live in a community of choice in a market rate unit; and to give incentives to families with children where the head of household is working, is seeking to work or is preparing to work by participating in job training, educational programs or programs that assist people to obtain employment and become economically self-sufficient. Families will receive supportive services provided by CHNCT which will prepare the families to move toward financial self-sufficiency during the two-year period. Care management's wrap around services will include an assessment of each member's current financial status, developing a plan for supporting housing independence; and assist members to explore employment and educational opportunities to get job training.

Cost Efficiency

Initiative 3.1 – Rent Simplification

Approved in FY07 and implemented in FY08

Description and Status

The full description of ECC/HANH's rent simplification program can be found in the appendix.

ECC/HANH utilizes the Enterprise Income Verification (EIV) system for all third-party verifications. In FY09, ECC/HANH implemented the multi-year recertification cycles that recertifies “work-able” families every two years and elderly/disabled families¹² every three years. MTW families that don't meet the elderly/disabled definition will be considered work-able families.

ECC/HANH's rent simplification activities include the following major elements:

i. Multi-year recertification cycles.

- Triennial cycle (every three years) for elderly/disabled households (defined as head, co-head, or spouse is elderly and/or disabled)
- Biennial cycle (every two years) for work-able households (those that do not meet the elderly/disabled definition)
 - **Rationale:** Very little change in income takes place with elderly/disabled families on fixed income and there is little financial incentive for ECC/HANH to verify their income annually. Work-able families will benefit from two-year cycles as they will not pay incremental rent increases on any income increases for the two years between recertifications.
 - **Expected impact:** Administrative savings, increased participant satisfaction and reduced need for interim recertifications

ii. Simplified Rent Tiers that incorporate deductions.

Rent tiers were built to simplify the rent calculation. Rents are based on \$1,000.00 income bands starting at \$2,500.00. Rent is based on the mid-point of each income band. In addition, ECC/HANH eliminated standard deductions for elderly, disabled and non-elderly households.

¹² Elderly/disabled families are newly defined as: all adult members (excluding live-in attendants) of the household are elderly (age 62) and/or disabled.

- **Rationale:** Using a band-based tiered rent schedule allows families to move away from verifying every dollar earned and deducted
- **Expected impact:** Less intrusive recertification process and increased understanding of the rent calculation methodology

iii. Exceptional expense tiers. Households with exceptional expenses may request a rent reduction. This includes large families (with more than two children). It also includes families with excessive medical, disability assistance, or childcare expenses. Participants are not required to provide documentation of every expense; rather, tenants need only provide documentation sufficient to meet the appropriate tier. The amount of monthly rent reduction is established at the mid-range of the tier. Households with exceptional expenses will receive a direct reduction of the monthly rent. However, all participants must contribute a minimum of \$50 towards their monthly rent.

Tiered Amount of Expenses	Monthly Rent Reduction
\$ 2,000 - \$ 3,999	\$ 75 (equivalent to \$3,000 deduction)
\$ 4,000 - \$ 5,999	\$ 125 (equivalent to \$5,000 deduction)
\$ 6,000 +	Hardship Review

- **Rationale:** Excessive resources are dedicated to verifying deductions for childcare, medical and disability allowances. Third-party verifications of these amounts are difficult to accomplish, and the agency often relies upon second- and first-party verifications of these deductions. Obtaining verification data also places an undue burden on the resident.
- **Expected impact:** Administrative savings, simplified process for residents/participants and fewer recertification appointments are expected. Also, rent tiers have been built to minimize impact on residents during the initial years and to phase in rent increases over time. Residents will not experience an overwhelming rent burden but will be incentivized to increase their earnings over time as their rent gradually increases. The impact on income has been tracked.

iv. Minimum Rent of \$50. ECC/HANH established a minimum rent of \$50 with the expectation that everyone pays something for housing. Residents who are unable to pay the minimum rent of \$50 can request a hardship exemption for \$0 rent. These individuals meet with ECC/HANH Hardship Committee to determine the nature and length of the hardship and their rent is then modified accordingly based on the information collected. To move these residents towards self-sufficiency, they are referred to the Family Self-Sufficiency program if the adult household member is non-elderly/non-disabled.

- **Rationale:** All families should pay something for their housing.
- **Expected impact:** HCV subsidy should decrease, and PH rent rolls should increase. ECC/HANH will monitor the number of families on minimum rent and hardship requests to gauge the impact on families.

v. Transition to Avoid Hardships. There will be a transition period of one year from the current income-based rent determination process to the new income-tiered rent determination process. No family will have an increase in Total Tenant Payment (TTP) during the first year they are subject to the requirements of this Rent Simplification Policy.

- Year 2: No family shall be subject to an increase in TTP greater than \$25/month
- Year 3: No family shall be subject to an increase in TTP greater than \$50/month
- Year 4: No family shall be subject to an increase in TTP greater than \$75/month
- Subsequent years: No family shall be subject to an increase in TTP greater than \$100/month

Increases are based on a family's monthly TTP in the year immediately preceding the implementation of the Rent Simplification Policy.

- **Rationale:** Limit undue hardship to families due to minimum rents and streamlining of deductions.
- **Expected impact:** No sudden increase in hardship applications due to rent simplification activities.

Impact

Multi-year recertification schedules. In FY18 there were 2,181 HCV recertifications scheduled. ECC/HANH realized a slight decrease in the number of annual recertifications processed in FY17 (1401) in comparison with FY16 (1431). This is a 61% decrease in annual certs from the approximate 3,628 recertifications processed in FY07, prior to implementation of the Rent Simplification policy in 2008. In addition, there were 1241 requests for a HCV interim in FY18, a decrease from the baseline of 1280 in 2007.

Now that biennial and triennial recertifications have gone through a full cycle, the downward trend will not be as significant and will only fluctuate based on the number of families who enter or leave the program on an annual basis. There has also been a 47% reduction in printing costs since 2007 due to a reduction in the number of annual recertifications for families.

The biennial/triennial recertification process has reduced the required staff time to process the recertifications, reduced the burden for residents and participants from having to recertify annually, provided documentation for every dollar expense for deductions, and allowed families to save money for any increase in wages in between recertification cycles.

Minimum rent. In FY16, 94 applications were received and 55 (59%) of those applications were approved. In FY17, 73 hardship requests were received and 67 (92%) were approved. ECC/HANH continues to monitor trends in hardship applications. Since 2012, there has been a 70% decrease in requests received. It is anticipated that applications will trend downward with approvals will steadily increase as fewer inappropriate applications are received, appropriate applications are processed and approved, and ultimately more residents are able to obtain employment and thus do not need minimum rent or exemptions.

Simplification of deductions. Even though the rent calculation was simplified with tiered rents and simplified deductions, most time savings have resulted from a decrease in the number of recertifications processed and a reduction in time required to process a recertification. This year, annual staff hours increased by an estimated 24% as a result of changes associated with staffing and additional recertification projects taken on by the HCV team. In 2017 we saw a significant decrease in staff hours of about 104% in comparison to baseline year, 2007.

In FY18, 102 applications were received and 35 (34%) were approved. In FY17, 73 applications were received and 67 (49%) were approved. There has been a 58% decrease in the number of applications received, and a 32% decrease in number applications approved in comparison to the 2012 baseline.

Due to staff reductions in LIPH during FY18, our time estimates are 1.5 hours per recertification without interviews (family). With interviews of family members (size) it can add an additional hour. In HCV staff used 3.5 hours on average to complete certifications; this included time associated with filing, answering calls & emails.

In this initiative was updated to include removal of requirement to follow up annually with Earned Income Disregard, Community Service & Flat Rent, and clarifying language to HCV Payment Standard increase or decrease at time of bi-triennial certifications.

Payment Standards

ECC/HANH will notify families at the time of biennial or triennial recertification that the payment standard may increase or decrease at the next reexamination based on the approved FMR at that time.

The PHA will use the payment standard in effect on the date of reexamination whether it is a decrease or an increase.

Expected Impact:

- Accurate and streamlined accounting for all HCV participants.
- Cost Savings to the agency derived from reduction in time spent revising and correcting miscalculations.

EID (LIPH)

This benefit is embedded into the Rent Simplification rule so the provision of EID by definition of regulation, and annual tracking is eliminated for LIPH Participants. Families will not lose out on the benefit, however, ECC/HANH help streamline staff responsibility by eliminating the requirement. The Federal Earned Income Disregard (EID) will continue to be implemented in the LIPH program for families who are required to report increase in wages or new job under the LIPH Rent Simplification Rules. The maximum amount of time a family can be enrolled in the Federal EID is 24 months with a start/stop clock of 48 months. At the beginning of the 12 months of 50% EID, an interim will not be conducted; the family will remain at the 100% until the scheduled bi/tri annual certification comes up. In many cases the 48-month window will not be used as most families will receive the Rent Simplification benefit throughout the life of the EID; for the most part eliminating the need to stop or re-start the EID clock.

When individuals are up for bi/tri certs, anyone who would have benefited from the EID will have the months checked off in Elite for tracking purposes, however, a reduction from 100% to 50% does not occur, therefore, a family will generally benefit from a minimum of 48 months of discounted wage increases at 100% EID.

Families on Bi-annual updates who would have an income increase at year two; benefiting from a full 2 years at 100% discounted Income, & Families on Tri-annual Updates who would have an income Increase at year three, benefiting from a full 3rd year of 100% discounted income.

It is still required that at time of Bi-annual or Tri annual cert: The specialist enters EID dates in Elite, dating back to the Start of when benefit would have started, as well as end date.

ECC/HANH staff will still utilize worksheet as needed to determine if a person qualified, in order to check off boxes in Elite for PIC submission purposes, however, annual tracking and tracking at time of interim change would be eliminated in efforts to streamline the interim and certification process, relieving staff of the additional burden and allowing families to benefit from the full extent of Rent Simplification as written. Tracking in Elite will only occur at time of bi/tri certifications.

Community Service Requirement (LIPH)

CSSR requirements will be reviewed at time of bi-tri certification for families and individuals who are not exempt and required to complete the required 96 hours per year. Household members exempt from having to meet the CSSR will be required to certify exemption at time of bi-tri certification. This change relieves staff of the additional burden of annual tracking and allowing families to benefit from the full extent of Rent Simplification as written. Tracking in Elite will only occur at time of bi/tri certifications.

LIPH Community Service Significant Change MTW FY20 Amendment #1:

Community Service requirements will not be required for families who experience a decrease in income due to loss of employment or decrease in hours as a result of COVID19 and any similar pandemic or national, state or local emergency that affects a significant number of families in the community. Residents will not be expected to make up

these hours. The requirement will be reinstated when the stay at home and social distancing requirements are lifted. The 96 community service hours per year will be calculated by 8 hours a month and families will not be required to make up hours during months affected. ECC/HANH will establish time period for hold on CSSR as needed.

Flat Rent

The Flat Rent option certification form will only be signed at time of bi-tri certification, however, families will have the opportunity to switch to the Flat rent once a year. Annual notice will go out to families, but signature will not be required except for at time of scheduled bi/tri certification. This change is in line with efforts to streamline the certification process; relieving staff of the additional burden and allowing families to benefit from the full extent of Rent Simplification as written.

Flat Rent

Significant Change as part of amendment #1 to the FY20 MTW Plan:

Rent Simplification Interims HCV & LIPH:

Rent Simplification in both LIPH and HCV will include a request to adjust rent during COVID19 and any similar pandemic or National, State or Local emergency affecting a large number of families in the community. In order to prevent staff having to reprocess files when families go back to work during a time like this, ECC/HANH will create a letter which advises the families of decrease to their rent for 120 days (4 months), as a result of loss or decrease in income. At the end of the 4 months, the rent will be adjusted back to what it was before the decrease. Staff would process two actions, the decrease, and a second action (effective on the 1st day of the 4th month) which would be an increase back to previous amount. This way, families will not need to report the increase and staff can give 30-day notice of the potential increase change at the same time they are giving the decrease notice.

If families are not yet back to work or the change is permanent, they must report the change to ECC/HANH as soon as they are aware so that the second interim may be cancelled or adjusted.

This interim option does not cancel or supersede the current interim change rule where families are not required to report a new income or increase in income if the previous decrease was associated with an annual certification. In other words, interim rents normally remain in place until the next scheduled reexamination. If a family experiences an increase in income it is not necessary for the family to report this increase in income until the next scheduled certification date, except when the increase occurs after an interim decrease has been processed. With that said, COVID19, or similar pandemic or national, state or local emergency related interim decreases will remain in effect for the full 120 days. Any increases after this time period must be reported to ECC/HANH within 10 days of the change.

During these moments, the start and end date of interim decrease requests will be made clear to families of ECC/HANH via current forms of communication with families.

Minimum Rent Hardship LIPH & HCV:

The three-month hardship time-frame will be increased to four months during COVID19 and any similar pandemic or national, state or local emergency affecting a large number of families in the community. Additionally, families who fall under the hardship repayment requirement as a result of such pandemic or emergency, will not be required to repay hardship and will not be required to participate in family self-sufficiency services. Under this type of circumstances only, no referrals will need to be made by in house staff as a result of hardship.

ECC/HANH does not anticipate changes to the initiative or metrics. This initiative aims to increase housing choice and cost efficiency of redevelopment efforts.

Initiative 3.5 – HCV Rent Simplification/Cost Stabilization Measures

This initiative was approved and implemented FY08 and updated in FY14. The Authority enacted Rent Simplification measures consistent with the FY08 MTW Plan. This initiative expanded those streamlining measures. This initiative replaced previous Initiative 3.3 (closed-out).

This proposed activity has three components:

Part 1. HQS Inspections on Biennial/Triennial Schedule

Unit inspections and rent increases will be placed on a schedule consistent with recertifications (in other words, recertifications and HQS inspections will coincide). However, Housing Choice Voucher participants and landlords can request a Special inspection, if necessary, at any point that deficiencies are suspected.

HQS Inspections may be conducted via video conference on a case by case basis with the Owner or his/her designee present at the inspection site. Inspection appointments will be scheduled as usual and will be attended in person by the landlord or designee. All HQS inspections forms will be mailed or made accessible via email or other electronic format to the owner or designee in advance of the scheduled appointment. A certified HQS inspector must participate on the video conference and will guide the homeowner or designee through the inspections process. This process will be allowed for initial inspections of previously inspected units, meaning if a unit was previously occupied by a family receiving HCV subsidy, the unit may qualify for a video inspection for initial inspection for new voucher holder, as well as special inspections and bi/triennial inspections. Failed initial inspections will follow the current inspections protocol and timeline with the added option of proceeding via video conference. A 2nd failed inspection will require that an inspector go out to the site and inspect the corrected deficiencies in person.

The landlord or designee will bring the provided forms to the inspections appt and will sign the landlord portions of all forms while on video conference. The Inspector will serve as the witness to the landlord or designee signature and will sign as such. The inspector must include any notes regarding the process, including any information or areas that were not inspected or discussed during this time.

With the exception of HVAC & other home systems, special inspections may be conducted via video conference. In the same way as the Initial and bi/triennial inspections, a 2nd fail will trigger an in-person inspection by the HQS inspector.

Part 2. Self-Certification for Fails Not Related to Health/Safety

A self-certification process will be used for inspection follow-up related to HQS inspection fails linked to items that are not health and safety related. For annual (biennial and triennial) HQS inspections, landlords and participants will be able to self-certify and submit documentation of correction of deficiencies. All participants retain the right to request a Special Inspection at any time.

Part 3. Landlord Rent Increases on Biennial/Triennial Schedule

Landlord rent increases will only be processed at the time the family is recertified. These recertifications take place biennially for work-able families and triennially for elderly/disabled families. HQS inspections will be placed on the same schedule as HCV recertifications. Since the proposed HCV caseload optimization will change recertification dates, HQS inspection dates will change correspondingly. See Initiative 3.1 for definitions of elderly/disabled and work-able families.

ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objective of cost effectiveness.

V: Approved Initiatives Requiring Funding Flexibility Only

Housing Choice

Initiative 1.8F- Farnam Court Transformation Plan

This initiative was approved in FY11 and was implemented in FY12.

The Authority has conducted a community planning process regarding the redevelopment of this obsolete 240-unit housing development constructed in the 1940s. This development's design lacks energy efficiency, positive urban design standards and has contributed to on-going crime issues in the area. It is surrounded by areas that are thriving or undergoing transformation and re-design of this property can better link it to its surroundings helping to create access and opportunity for residents. Farnam Court has been approved for conversion of the ACC units under the Rental Assistance Demonstration Program award.

As part of the transformation plan, ECC/HANH is proposing not only a redevelopment of the housing units at Farnam Court but transformation of the surrounding community into a community that supports the long term economic sustainability of our residents, as well as the long term economic sustainability of the City of New Haven along the Grand Ave./Mill River corridor. Through collaboration with other community partners, including the Economic Development Corporation, City of New Haven, the Board of Education and many more, the Authority anticipates to redesign the infrastructure to create more traffic flow through the community, redesign the housing units to be more spacious, remove barriers that individuals and families are facing by providing supportive services, and other critical components as they arise throughout the planning process. The supportive services may include, but are not limited to improved access to jobs, high quality early learning programs, public assets, public transportation, and high-quality public schools and education programs. Additionally, the redevelopment will introduce market rate units to create a vibrant mixed-income development.

Farnam Court will replace 240 units of housing originally built in the 1940s and most recently improved in the 1980s. The redevelopment will occur in phases resulting in 228 replacement units and introducing 31 market rate units as well. The redevelopment includes new roads, streets, infrastructure, and utilities funded through a City of New Haven \$8 million capital investment. The project will reconnect the Farnam Court neighborhood with the Grand Ave corridor and the vital Downtown and Wooster Square neighborhoods. It also links to the Mill River neighborhood, a source of job opportunities.

Farnam offsite – Fair Haven consists of 57 units financed through 9% Low Income Housing Tax Credits. The 57 units exists on two sites located in the Fair Haven neighborhood, an area undergoing significant re-investment. The Chatham site includes 32 assisted units (Rental Assistance Demonstration Program). The Eastview Terrace Phase II site includes 23 RAD assisted units and two Project Based Assisted units. This development is completed and fully occupied. These developments were completed and occupied in 2015.

Farnam Court Phase I – on site will involve the demolition of 148 units. These will be replaced with 2 mid-rise 5 story buildings housing 94 units –86 assisted and 8 market rate units situated on 1.1 acres. Additionally, these buildings will house 7,400 sq. feet of commercial and community/program space. The community space will support a vibrant comprehensive economic self-sufficiency program. This project is being financed through LIHTC 4% Bonds, a \$4 million State of CT CHAMP award, HUD MTW flexible funds, City of New Haven capital dollars and private equity. This development is completed and fully occupied. Farnam Phase 1 was completed and occupied in 2018.

Farnam Court Phase II- on site will include the demolition of the remaining 92 units and construction of 111 units - 88 RAD assisted and 23 market rate units and a 3,600 sq. feet community center and central park. Phase II has been bifurcated into two distinct LIHTC phases to allow for the maximization of federal, state, and private financing and the minimization of the use of MTW funding. Both Phase II developments completed the financial closings in FY20 and are under construction. All units under Phase II were completed and leased in FY2022. The first phase of 45 units was completed in October 2021.

Under ECC/HANH's MTW Agreement with HUD, ECC/HANH is authorized to develop its own Leased Housing Program through exceptions to the standard HCV program. ECC/HANH will apply local TDC design standards, PBV income tiering and MTW Rent Standards that allow ECC/HANH to approve exception rents. Under no circumstances may ECC/HANH approve an MTW Rent Standard above 150% without prior HUD approval. ECC/HANH will reexamine its MTW Rent Standards monthly to ensure that ECC/HANH does not exceed 120% of the FMRs in the mean Rent Standard, which includes HAP payments to landlords, tenant rent payments to landlords, and any utility allowance amounts.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increased housing choice.

Initiative 1.25F Vacancy Reduction

This initiative was implemented in FY08.

ECC/HANH will continue to show improvement from the baseline FY2008 vacancy rate of 10%. Efforts will continue during FY 2023. ECC/HANH currently uses the funding flexibility to perform more unit turn over to reach an Occupancy percentage of 96%. The Agency has set a standard of unit turns by bedroom size. Typically, a 0- or 1-bedroom unit turn should occur within a 5-day period. A larger 3-5-bedroom unit may take several weeks particularly if hazardous materials (asbestos/lead) have been found in the unit. Funding allows the Agency to bulk, abate hazardous materials, renovate the unit, and manage all administrative functions supporting vacancy reduction. The Agency continues to identify resources and process to streamline vacancy reduction.

Elm City Communities is undergoing a major capital investment effort fueled in part by a RAD portfolio award. redevelopment and modernization of significant numbers of units requires major scale resident relocation. As such, the redevelopment efforts, detailed herein, will continue to utilize the funding flexibility to effectuate its redevelopment efforts. These awards also indicate that parts of the portfolio needed significant rehabilitation. As such, as we move aggressively through these redevelopment efforts there will be impacts on our occupancy/vacancy rates. We will not house residents in units that are substandard. Many units that are scheduled for RAD redevelopment are in substandard condition requiring an investment to turn the unit. Turning a unit that is scheduled for redevelopment is an inefficient use of limited federal dollars. As such, we are balancing our redevelopment plan with our agency-wide vacancy reduction efforts. Elm City Communities is committed to reducing its vacancies and increasing its occupancy percentage.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increased housing choice.

Self Sufficiency

Initiative 2.6F Resident Owned Business Development

This initiative was approved and implemented in FY09.

ECC/HANH continues to strengthen Resident Owned Business (ROB) Development by providing technical assistance; business and financial capacity assessments; business entity formation, development of business plans, business conduct; bookkeeping and financial management; obtaining liability insurance; licensing, understanding the bonding process and other business growth training and supports. ECC/HANH ROB services cover both construction and non-construction Section 3 ROBS/Vendors.

Under this program ECC/HANH serves residents that start their own businesses by providing technical assistance services. ECC/HANH support includes the following:

- Aid in the outreach, recruitment, and potential contractor's capacity assessment.
- Provide a computerized database for Section 3, MBE, WBE and other small businesses to access for potential contract opportunities. Provide computer access for Resident Owned Businesses ("ROBs") to obtain information on construction contract advertisements and communicate with other owners regarding potential contracting opportunities.
- Provide one on one consultation with Resident Owned Businesses once a week.
- Provide quarterly training workshops for participants that will assist Resident Owned Businesses in gaining a better understanding of ownership and basic business tools required to successfully operate a newly formed business. This will include, but is not limited to, instructional training in business plans development and business conduct, OSHA 10, bookkeeping and clerical, financial and payroll management, contract negotiating and cost estimating skills.

ECC/HANH continues to provide a revolving loan fund to which ROBs may apply for loans up to \$25,000 by submitting a bona fide business plan and letter of intent for a pending contract award option. The prerequisites for the loan program are 1) only ECC/HANH Resident Owned Business Concerns may apply for the revolving loans; and 2) the business' Principal must commit to enrolling into ECC/HANH's Family Self Sufficiency Program ("FSS"). FSS has been designed to work specifically with participants on basic personal financial capability skills such as workshops on credit, basics of banking, budgeting, saving, and insurance. Loan applications are reviewed by an ECC/HANH loan committee. Loan repayments are scheduled over a 12-month period. A total of \$250,000 in MTW flexible funds are dedicated to the Revolving Loan Fund.

The ROBs are based on resident areas of interest and have included services in the construction trades, food truck operation, childcare, transportation, and consulting areas.

In 2023, ECC/HANH will be working to support Residents who are interested in opening a businesses and Residents who currently have a business.

For FY 23 ECC/HANH does not anticipate any changes to the initiative and does not require different authorizations from what was initially proposed. This initiative meets the statutory objective of increasing family self-sufficiency.

Initiative 2.7F SEHOP Capital Improvement Program

ECC/HANH launched the SEHOP (Section Eight Homeownership Program) Capital Improvement Program in FY2010.

This program supports new homeowners with necessary capital improvements costing \$500.00 or more that arise after being in the home for a minimum of three years. In reviewing this initiative, ECC/HANH determined that the need for this service is low. Families are purchasing homes with newer systems, roofs, and windows; making it less likely for families to request assistance.

In FY19 ECC/HANH made the decision to close and phase out this initiative. Only those with a current contract will have access to the program until the contract expires, or program participation ends. This program will continue to be monitored and reported on during FY23.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increased housing choice.

Initiative 2.8F Prison Community Reentry

This initiative was approved in FY09 and implemented in FY10.

Under this program ECC/HANH serves individuals who have reentered society after completing a prison sentence. ECC/HANH offers mentoring, training, and housing for individuals that qualify for this program. ECC/HANH reentry program candidates are referred by the City of New Haven. ECC/HANH interviews candidates immediately following referral, assessing not only their needs, but their strengths and the challenges they will likely face as they work to rejoin the community. Upon acceptance to the program, participants sign a one-year lease, affording them housing while they work toward their reentry goals. The goals are identified in an individualized service plan. Participants who suffer with a mental health illness and/or a substance use/abuse disorder must be compliant with treatment and employed or in a training program. They must also comply with probation or parole requirements. After one year, progress is assessed. Participants who have successfully achieved their individual service plan goals complete the program and are eligible to remain in housing. Individuals who have not met their service plan goals by the one-year mark can remain in the program as they continue to work toward their goals. Individuals participating in the program are expected to be lease compliant i.e. pay rent on time and will not be a nuisance to other residents.

Under this initiative ECC/HANH seeks to house individuals who have reentered society after completing a prison sentence. We currently have 3 segments of re-entry. 1 for our Low-Income Public Housing (LIPH) and another for our Housing Choice Voucher (HCV) programs for New Admissions. The 3rd is the addition of the Family Reunification program where individuals coming from incarceration may be able to be added to a current ECC/HANH household under both LIPH and HCV.

After one year of case management, progress is assessed. Participants who have successfully achieved their individual service plan goals complete the program and are eligible to remain in housing. Individuals who have not met their service plan goals by the one-year mark can remain in the program as they continue to work toward their goals. Individuals participating in the program are expected to participate in family self-sufficiency services, be lease compliant i.e. pay rent on time and will not be a nuisance to other residents.

All families will be required to engage with our Self Sufficiency unit. The FSS unit will refer the families to the community partners that offer specialized training for our families to increase their employability which in turn fosters movement toward increased income and self-sufficiency.

Programs that fall under the reentry initiative include, Project Longevity under the Housing Choice Voucher Program, Fresh Start under the Low-Income Public Housing Program and HCV, and Family Reunification under both HCV & LIPH.

In FY21 ECC/HANH updated the way families can access the program by expanding entry opportunities. In prior years, there were a set number of slots per subsidy program. Starting October of 2021, 1 out of every 10 New Admissions (10% per year) will be set aside in each subsidy program and the cap on number of vouchers will be lifted. In other words, as long as we meet the 1 out of every 10, we can take on as many new participants as allowed under this process. All other features of the program will remain the same, with the exception of Family reunification being added to the count.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY23. This initiative meets the statutory objectives of providing Housing Choice and Family Self-Sufficiency.

Initiative 2.9F Resident Services for Elderly/Disabled

This initiative was approved and implemented in FY03. No amendments have been made. Under this program ECC/HANH serves individuals who are elderly and/or disabled.

ECC/HANH offers a full array of self-sufficiency services that require flexibility in the use of ECC/HANH's dollars to fund staff and contractual costs associated with mental health and substance abuse services provided on site in ECC/HANH's mixed population developments. These services include, but are not limited to: Individual Psychosocial assessments, coordination of services, visiting nurses, home health aides, occupational therapist, provision of education regarding nutrition, exercise, mental health and substance abuse, engagement and outreach, skill building regarding housekeeping, financial literacy, recreational services, and crisis intervention.

On average each RSC will have a caseload of about 340 residents; case workers assess the participant's needs, and create action plans for each individual, and depending on the level of need, meet with the residents as often as weekly to bi-monthly. Participants receive services specific to their needs. The program is geared toward keeping the residents in their units, and in the community by assisting them with coordination of lease compliance and accessing programs, & health services in the community. The team is also providing the services of a MSW to all the senior and disabled buildings. As a result of providing these services to our residents, we have seen a higher rate of residents remaining in the community indefinitely.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during **FY23**. This initiative meets the statutory objectives of providing housing choice and family self-sufficiency.

Initiative 2.10F Jumpstart Initiative – incentivizing higher income families to exit subsidized program

Approved and Implemented in FY20

Description of Activity: This initiative has been created to assist higher income residents and participants to exit subsidized programs in advance of required program termination for over-income status. This initiative is designed to offer families the incentive and the resource needed to enter the private rental market or obtain unassisted homeownership.

National estimates indicate that 40% of US households cannot manage a \$400 emergency expense. This highlights a national issue around families having sufficient savings to create a safety net for themselves. The lack of such savings makes it difficult for otherwise income ready families to exit subsidized housing.

In order to rent in the private market in New Haven landlords often charge one-month security and first and last month's rent. Typical security deposits held by ECC/HANH are \$246. The gap between what a family may get back upon moving out and the amount needed to lease an unassisted unit may prove prohibitive to residents seeking their first apartment.

Meanwhile, ECC/HANH has an extensive waitlist of over 20,000 families waiting for opportunities to access needed supports through the LIPH and HCV programs. Currently, on an annual basis, 150 LIPH families and 100 HCV families end participation in the program. At this rate, it would take almost 40 years to work through the existing families on the waitlist.

At baseline there were 51 LIPH and 130 HCV families reporting an income above the Low-Income Limit. This is the targeted universe for the Jumpstart initiative (181 families). By offering families a one-time incentive payment based upon the average amount needed to rent in the private market, we seek to accelerate the move out/end of participation of higher income families allowing us to house a family off the waitlist.

As a new program, we anticipate a conservative enrollment during year one of 25% of eligible families seeking to enroll. This represents a 15% increase in annual EOPs. Upon enrollment, families will enter into a Jumpstart initiative agreement that allows them to end their participation with ECC/HANH's LIPH or HCV program and provide to them the Jumpstart payment so long as:

1. The current unit passes housekeeping inspection with no damage beyond normal wear and tear.
2. The families is currently in good standing with regard to rental payments and other terms of the lease agreement.
3. The family is not under a repayment agreement.
4. The family can document an appropriate exit plan including having obtained new housing – rental or ownership.
5. The family understands that should they wish to return to subsidized housing they will need to go through the standard application process.

The family agrees to participate in follow up data collection and evaluation upon their exit to allow us to track the success of the initiative.

Payments will be made to families upon execution of the agreement along the following schedule and in amounts not to exceed the amounts below which are based upon currently Fair Market Rents¹³:

Jumpstart Initiative Payment Program										
BR size	Security deposit	1st month	Last month	Subtotal	ECC/HANH refund	low income	Total exposure	% anticipated to enroll	Total cost	
0	\$ 965	\$ 965	\$ 965	\$ 2,895			72 \$209,598	25%	18 \$	52,400
1	\$ 1,074	\$ 1,074	\$ 1,074	\$ 3,222			42 \$134,132	25%	10 \$	33,533
2	\$ 1,299	\$ 1,299	\$ 1,299	\$ 3,897			33 \$126,964	25%	8 \$	31,741
3	\$ 1,662	\$ 1,662	\$ 1,662	\$ 4,986			20 \$ 99,271	25%	5 \$	24,818
4	\$ 1,979	\$ 1,979	\$ 1,979	\$ 5,937			14 \$ 85,968	25%	4 \$	21,492
							181 \$655,933	25%	45 \$	163,983

Upon identification of a near over income family, the program will be explained to the family and a referral will be made to a Relocation Coordinator who will work directly with the family. The Relocation Coordinator will assist the family in identifying a unit in the private market.

Once landlord and resident have committed to the lease-up, ECC/HANH will provide the landlord with a promissory note detailing the payment amount and the requirements both the landlord and resident must fulfill in order to qualify. A check payment will be provided to the resident or landlord on the date of the EOP from ECC/HANH which is also the date of the new tenancy in the market rate unit. Upon move out of that unit, the security deposit, less any withholdings for damages, will be repaid to the resident for the resident's use.

This program is subject to budget availability. Initial year budget is based upon the projections above. Subsequent year allocations will be informed by the results of the program. Should interest exceed budget allocations, the program shall be offered on a first come, first served basis.

¹³ FMRs will be adjusted annually.

Describe how the proposed activity will achieve one or more of the three statutory objectives and the specific impacts on that statutory objective.

1. Increase Housing Choice for low income families
2. To give incentives to families with children where the head of household is working, is seeking to work or is preparing to work by participating in job training, educational programs or programs that assist people to obtain employment and become economically self-sufficient.

Impact Analyst

During FY20, a team of ECC/HANH staff met weekly to create program policies, procedures and forms associated with the jumpstart program. This program launched during the 2nd quarter of FY21.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed during FY21. This initiative meets the statutory objectives of increased housing choice, family self-sufficiency and cost effectiveness.

Initiative 2.12F – ECC Believes —

This initiative was approved and implemented in FY2014.

Elm City Believes is a new youth initiative that leverages smart housing policy and programs in order to advance academic outcomes for student residents so that we may see success among New Haven's young people through increased high-school graduation, postsecondary completion, and employment attainment. Launched as ECC/HANH Believes in April of 2014, Elm City Believes provides a cradle-to-career pipeline of learning resources for children and youth and sustains the notion that our children's success relies on supportive in-school and out-of-school experiences. Elm City Believes has the potential to stop the cycle of poverty among the families utilizing ECC/HANH and in so doing we have the opportunity to build a new, vibrant middle class in New Haven.

Elm City Believes is comprised of supports that expand upon the good work ECC/HANH has been doing as well as enhance what the nationally recognized New Haven Public Schools are doing. Programs are research-based and best practice supported as well as founded on feedback from our residents, ECC/HANH staff, and community stakeholders. As such, we focus our youth initiative on 1) academic supports and afterschool programming to reduce the achievement gap; 2) parent and family engagement in their children's education; and 3) increasing New Haven Promise admittance and other programs that support post-secondary opportunities. In addition to the array of ECC/HANH-wide programs, ECC/HANH has school-specific partnerships that cater to individual student needs (e.g. Tutoring and small group homework help, whole-family wraparound evaluations and mental health supports, student attendance and engagement assistance). See Appendix 5 for a full program description.

ECC Believes goals include improved school attendance, improved academic achievement and positive youth development.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increased housing choice.

Cost efficiency

Initiative 3.11F: Creation of new instrumentality entities to support ECC/HANH goals and strategic planning activities

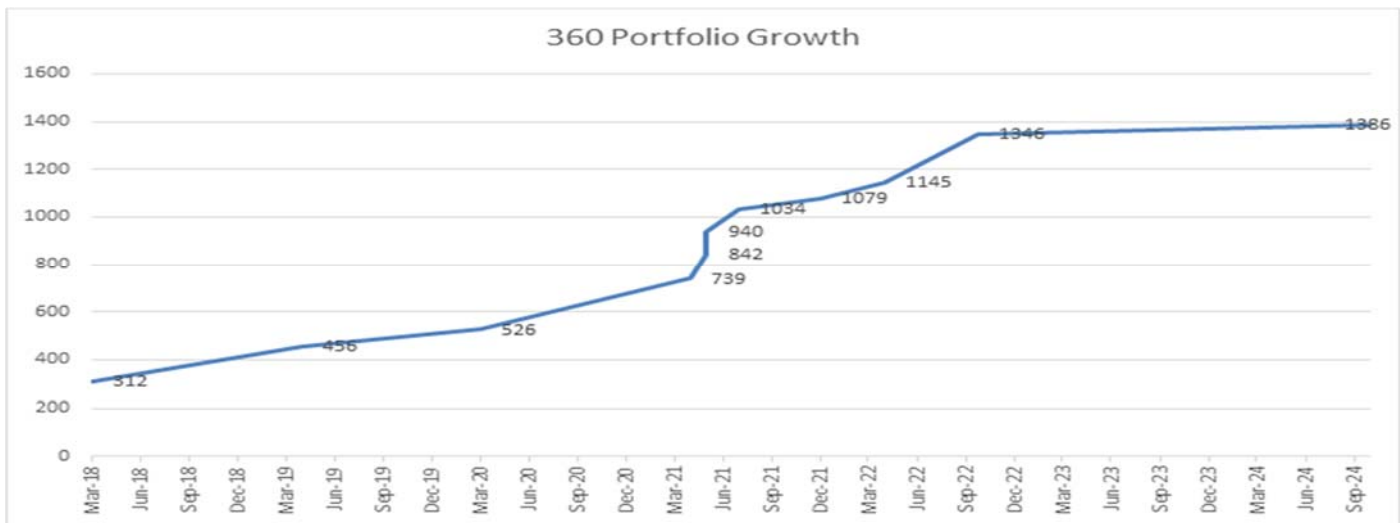
Approved and implemented in FY17

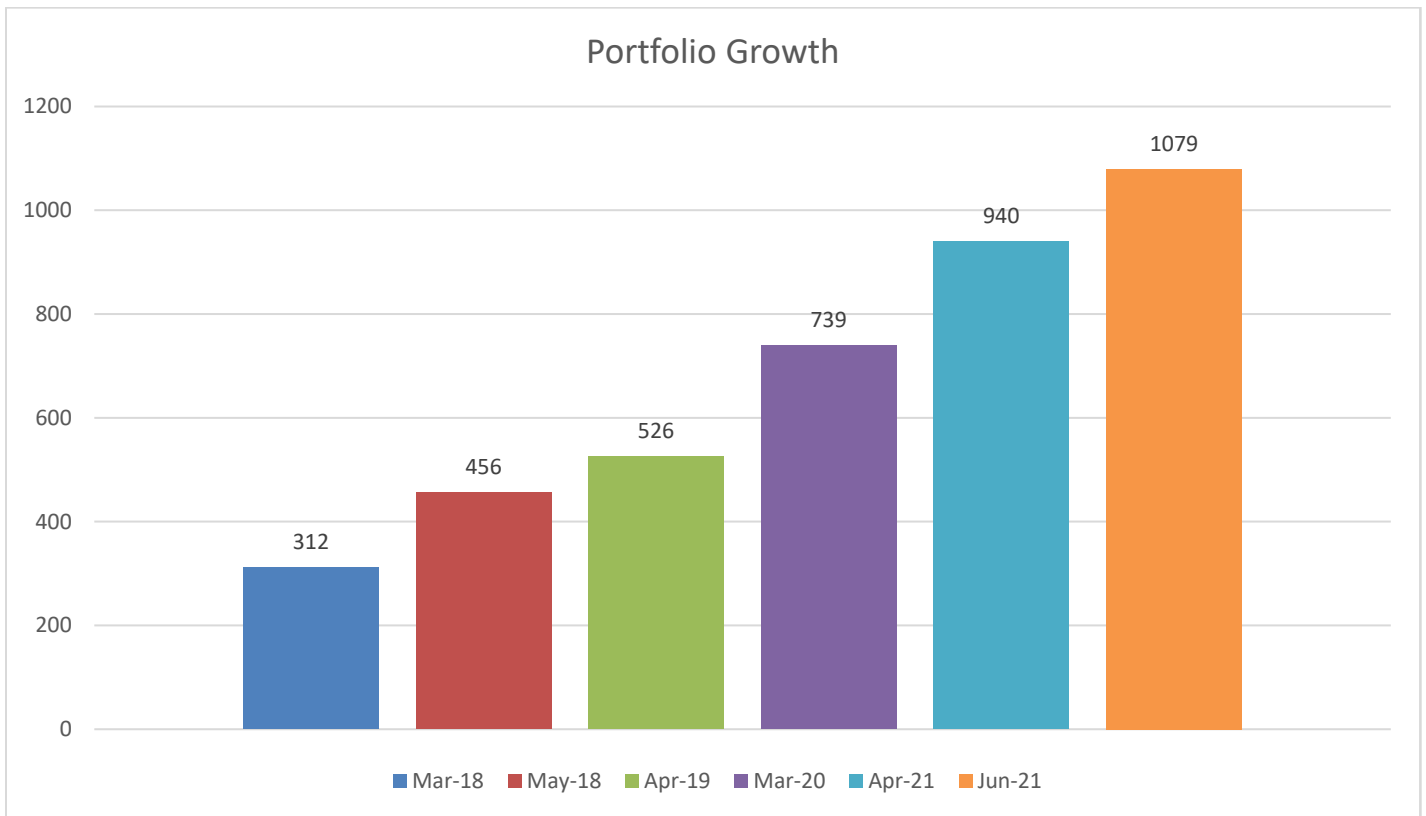
Description of Activity: In 2017, ECC/HANH initiated the planning and formation of new affiliate-instrumentality entities to support the agency’s short term and long-term plans to establish a new corporate structure, better align revenues, and provide more coordinated and effective services to residents. These new instrumentality entities will be vehicles for ECC/HANH to partner with financial institutions and other investors to continue to redevelop and modernize the ECC/HANH portfolio of properties and support the agency’s mission of creating and preserving affordable housing opportunities and supportive services for low income and working families, the elderly and persons with disabilities. The business activities of these instrumentality entities will include: 1) Property management and consultant services 2) Development of mixed-use and mixed-income real estate projects, and 3) Social services and program activities for ECC/HANH owned and non-owned developments.

Through the establishment of new affiliate entities, ECC/HANH seeks to achieve the following: 1) reduce costs and achieve greater cost effectiveness of federal expenditures, 2) give incentives to families with children whose heads of household are working, seeking work, or are participating in job training or other programming that assists in obtaining employment and becoming economically self-sufficient, and 3) increase housing choices for low-income families.

The Formation of 360 Management Group Company

In 2017, ECC/HANH approved the formation of 360 Management Group Company and hired its first employee to serve as Senior Vice President. The property management instrumentality received its 501 (c) (3) status in March 2018 and it assumed the property operations and compliance management of 312 units. Since that time, 360 Management is providing property management services to 1079 units in 20 developments. And is expected to manage an additional 307 units with the inclusion of Mill River Phase II 9% (66 units), McConaughy (201 units) and Valley Townhouses (40 units) by October 1, 2023.





List of Developments Managed by 360 Management Group as of September 30, 2023.

Development	Community	Units
Eastview Terrace I	Eastview Terrace I	102
Fairhaven	Eastview Terrace II	25
Fairhaven	Chatham	32
Mill River Phase I	Mill River Phase I	94
Mill River Phase II	Mill River Phase II 9%	66
Mill River Phase II	Mill River Phase II 4%	45
RAD I	New Hall Gardens	26
RAD I	Constance B. Motley	45
RAD I	Katherine Harvey Terrace	17
RAD I	Prescott Bush Mall	56
RAD II	Fulton Park	12
RAD II	Stanley Justice	7
RAD II	Waverly Gardens	51
RAD III	Winslow-Celentano	64
RAD III	Charles T. McQueeney	149
RAD IV	Matthew Ruoppolo Manor	103
RAD IV	Fairmont Heights	98
Twinbrooks	TwinBrook 4 (Ribi 4)	51

Twinbrooks	TwinBrook 9 (Ribi 9)	44
Twinbrooks	TwinBrook Market (Ribi 9)	11
Wilmont	Wilmont Crossing	47
McConaughy	McConaughy	201
Valley Townhouses	Valley Townhouses	40
	Total Portfolio	138 6

Community	Units
Charles T. McQueeney	149
Constance B. Motley	45
Eastview Terrace I	102
Eastview Terrace II	25
Fairhaven-Chatham	32
Fairmont Heights	103
Fulton Park	12
Katherine Harvey Terrace	17
Matthew Ruoppolo Manor	98
Mill River Phase 1	94
Mill River Phase 2A (4%)	45
New Hall Gardens	26
Prescott Bush Mall	56
Stanley Justice	7
TwinBrook 4 (Ribi 4)	51
TwinBrook 9 (Ribi 9)	44
TwinBrook Market (Ribi 9)	11
Waverly Gardens	51
Wilmont Crossing	47
Winslow-Celentano	64
Total	1079

The authority's redevelopment strategic goal was to achieve at least a 10% savings on total operating expenses by: 1) participating in HUD's Rental Assistance Demonstration program, which allows public housing agencies to leverage public, and private debt and equity; and 2) creating 360 Management Group, Co. (360) to serve as its managing agent and reducing operating expenses in comparison to the operating expenses incurred by LIPH. The formation of 360 Management Group Company, ECC/HANH's property management affiliate-instrumentality has contributed to the reduction of the agency's cost reduction and greater cost effectiveness goals since the formation of 360 Management Group, Co.

The MTW 2023 goals of 360 Management Group Company is to continue to reduce costs and increase housing options.

During FY2023, ECC/HANH continues to explore the formation of a Resident Services Instrumentality.

The Formation of a Resident Services Instrumentality

ECC/HANH is committed to creating resident services programming which gives incentives to families with children whose heads of household are working, seeking work, or are participating in job training or other programming that assists in obtaining employment and becoming economically self-sufficient. Currently these services are coordinated by ECC/HANH’s Community and Economic Development (CED) division that provides educational and workforce training, job placement, after-school youth and teen programs, mentoring, youth employment – all to link community resources to the families to achieve health and wellness, and financial literacy. In addition, ECC/HANH strives to connect Elderly/Disabled residents to resources and supportive services, in the areas of health and wellness, financial literacy, education and socialization to ensure residents remain independently housed, and achieve maximum quality of life through the provision of a variety of supportive care services. Resident services are also integral to improving the performance of ECC/HANH’s public housing and affordable housing properties by reducing turnover, evictions, and preserving vibrant and well-maintained communities.

In accordance with Strategic Plan 2016-18, ECC/HANH MTW 2023 goal is to complete the due diligence and sustainability assessment of forming a nonprofit 501(c)3 Resident Services instrumentality. The purpose of the instrumentality is to create a social services affiliate organization dedicated to supporting and serving low-income residents of New Haven and surrounding communities, particularly those living in Elm City Communities’ affordable housing communities. This organization will provide services to residents directly and will coordinate activities with other community-based partners.

A primary purpose of establishing a Resident Services instrumentality is to pursue revenue-generating opportunities that may not be available to a public housing authority. Using federal MTW funds, ECC/HANH currently supports a wide range of services for residents. However, in light of changes or the expansion of ECC/HANH’s MTW funded initiatives, continued funding for resident services will be limited. The Strategic plan anticipated that the Resident Services instrumentality will ultimately secure funding through non-MTW funds to support at least 50% of residents’ services currently funded MTW sources.

During 2022, ECC/HANH, in collaboration with 360 Management Group, began to explore the feasibility of establishing a Resident Services instrumentality. The guiding questions were:

1. What would be the business imperative for a separate resident services instrumentality?
2. Was it best to create an affiliate structure or an instrumentality?
3. Would the resident services instrumentality be able to compete with other social service agencies in New Haven already providing resident or supportive services?
4. Would the resident services instrumentality compete the ECC/HANN CED program?
5. What professional staff structure would be required to provide supportive services?
6. What credentials would be required for the instrumentality to be recognized as supportive service organization in Connecticut?

The MTW 2023 goal is to complete a due diligence process, which will include details about the need for the instrumentality's services (a needs assessment), the likelihood that certain funding will be available (a feasibility study), and (competitive analysis) describing what other entities may be providing similar services in the instrumentality’s service and mission areas. Upon completion for the due diligence process, a decision will be made to proceed or reconsider the formation of a Resident Services instrumentality.

ECC/HANH does not anticipate any changes to the metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objectives of increased housing choice.

B. Not Yet Implemented Activities

None

C. Activities on Hold

There aren't currently any activities on hold.

D. Closed-Out Activities

This section includes all approved activities that have been closed out, including activities that ECC/HANH does not plan to implement and obsolete activities.

Initiative 2.2 – Incremental Earned Income Exclusion

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This initiative was approved and implemented in FY08 and closed out in FY21

2. Explain why the activity was closed out.

ECC/HANH has replaced this Initiative with a new initiative 2.5 REACH.

Initiative 1.24F Fulton Park Modernization

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This initiative was approved in FY11, placed on hold in FY12, and was reactivated in FY2016. This development is included in the RAD conversion for FY2016. The Authority completed a RPCA and submitted a RAD application on 10.9.2015 for the rehabilitation of Fulton Park. The Authority received RAD approval in spring of 2016 and the RAD conversion was completed in 2020. This development was included in what is categorized as RAD 2 which also included Stanley Justice Landing and Waverly Townhomes. The rehabilitation project is complete and RAD units are fully leased. ECC/HANH does not anticipate any changes to the initiative or metrics and does not require different authorizations from what was initially proposed. This initiative meets the statutory objective of increasing cost effectiveness and increasing housing choice.

2. Explain why the activity was closed out.

The activity was closed because the RAD conversion was completed in 2020. The redevelopment is complete, and the site is fully leased.

Initiative 4.9 LIPH Income Targeting: Marketing Initiatives for Higher Income Eligible Families

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This initiative was first approved in FY08. Implementation of the marketing initiatives for Higher Income Eligible families began during FY09 with the development of marketing materials. Due to ECC/HANH's focus on redevelopment activities, this initiative was placed on hold in FY12 and continued to be deferred in FY14.

2. Explain why the activity was closed out.

No actions were taken towards reactivating this activity as instead focus was on redevelopment into mixed income communities. Incentives have not been needed to attract higher income residents to these communities. ECC/HANH will no longer pursue this activity.

Initiative 1.1 – Development of Mixed-Use Development at 122 Wilmot Road

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This activity was Proposed and approved in 2009 MTW Annual Plan, it was implemented in FY14. The development was completed and occupied in September 2013.

2. Explain why the activities was closed out.

Completion of the Mixed-Use development occurred in 2013.

Initiative 1.3 – Fungibility

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

Approved in FY12 and implemented in FY13.

2. Explain why the activities was closed out.

ECC/HANH was directed by HUD to eliminate in MTW reporting as it is not necessary to list as an initiative.

Initiative 1.5 – HCV Preference and Set-Aside for Victims of Foreclosures

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This initiative was approved in FY09 and implemented in FY10. This activity was closed out in FY19.

2. Explain why the activities was closed out.

This initiative prevents displacement of families due to foreclosure. The demand for foreclosure vouchers decreased during FY2017 and FY18. In addition, many participants either ported out to another jurisdiction or left the HCV program, thereby reducing the need for the number of set aside vouchers even further. At the end of FY 18 there were 18 families leased and in the 1st quarter of 2018, there were 17 families leased.

ECC/HANH was able to assist families with the foreclosure vouchers at a time when homes were being foreclosed. Now that the market has stabilized and there are fewer foreclosures, there isn't as great of a need for the set aside of the foreclosure vouchers, and so the Foreclosure Waiting List is now closed. ECC/HANH allocated the remaining vouchers and closed out the initiative in FY19. During FY20, there were 15 vouchers in use. ECC/HANH is in the process of reallocating these vouchers as the families are absorbed via port out or end participation.

Initiative 1.13 – Creation of a Commercial Business Venture at 122 Wilmot Road

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

Approved in FY13. This activity was closed out in FY14.

2. Explain why the activities was closed out.

HUD instructed ECC/HANH to close-out this activity. It was combined with Section V: Initiatives Requiring MTW Funding Flexibility Only, Major Redevelopment Efforts at West Rock and the description of the activity is now placed in that section of the report.

Initiative 1.14 – Redevelopment of 99 Edgewood Avenue (Dwight Gardens)

ECC/HANH will use MTW Block Grant Banks to develop housing through a mixed finance process

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.

This activity was approved in FY2013 and was never implemented. This activity was closed out in FY14.

2. Explain why the activities was closed out.

ECC/HANH was directed by HUD to eliminate in MTW reporting. The Authority and its instrumentality, the Glendower Group, Inc., determined that this redevelopment undertaking was no longer feasible and therefore did not pursue the redevelopment efforts with the co-developer. During FY2014 ECC/HANH determined that the Redevelopment of 99 Edgewood Avenue k/n/a Dwight Gardens would not benefit ECC/HANH.

Initiative 3.2. UPCS Inspections

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.
UPCS Inspections were approved and implemented in FY08. This activity was closed out in FY13.

2. Explain why the activities was closed out.

MTW authorization was no longer required. Since ECC/HANH implemented the initiative in FY08, HUD subsequently permitted all PHAs to inspect on a similar schedule. It is no longer being reported on as an MTW initiative.

Initiative 3.3 – Revised HQS Inspection Protocol

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.
Revised HQS Inspections: Approved and implemented in FY11. This activity will be closed out in FY15.

2. Explain why the activities was closed out.

This activity will be replaced with Initiative 3.5.

Initiative 3.4. Mandatory Direct Deposit for Housing Choice Voucher Landlords

1. Specify the Plan Year in which the activity was first approved and implemented (if applicable) and closed out.
Mandatory direct deposit for Housing Choice Voucher landlords was approved and implemented in FY10. This activity was closed out in FY14.

2. Explain why the activities was closed out.

This activity was closed since it does not require MTW flexibility as it is covered by general operational flexibility provided to all PHAs. Although the activity continued in FY14 and will in the future, it will no longer be reported on as an MTW initiative.

V. Planned Application of MTW Funds

(III) SOURCES AND USES OF MTW FUNDS

ANNUAL MTW PLAN

A. PLANNED APPLICATION OF MTW FUNDS

i. Estimated Sources of MTW Funds

ECC/HANH shall provide the estimated sources and amount of MTW funding by Financial Data Schedule (FDS) line item.

FDS LINE ITEM NUMBER	FDS LINE ITEM NAME	DOLLAR AMOUNT
70500 (70300+70400)	Total Tenant Revenue	\$1,000,000.00
70600	HUD PHA Operating Grants	\$102,000,000.00
70610	Capital Grants	\$1,000,000.00
70700 (70710+70720+70730+70740+70750)	Total Fee Revenue	\$0
71100+72000	Interest Income	\$0
71600	Gain or Loss on Sale of Capital Assets	\$0
71200+71300+71310+71400+71500	Other Income	\$60,000
70000	Total Revenue	\$104,060,000.00

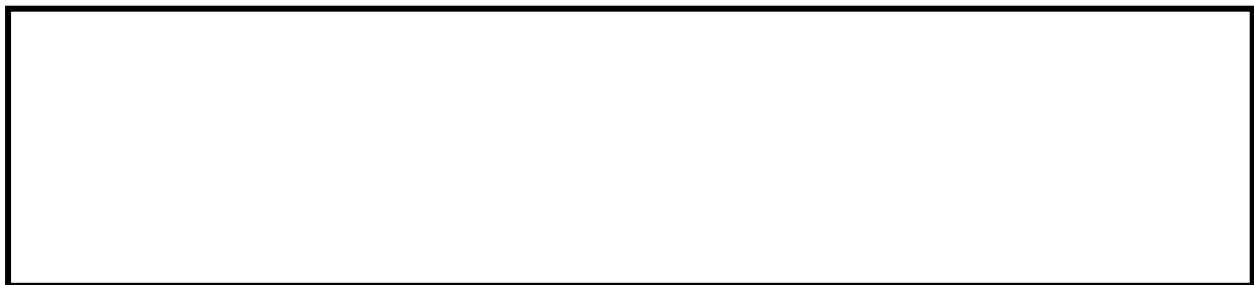
ii. Estimated Application of MTW Funds

ECC/HANH shall provide the estimated uses and amount of MTW spending by Financial Data Schedule (FDS) line item.

FDS LINE ITEM NUMBER	FDS LINE ITEM NAME	DOLLAR AMOUNT
91000(91100+91200+91400+91500+91600+91700+91800+91900)	Total Operating - Administrative	\$4,200,00.00
91300+91310+92000	Management Fee Expense	\$10,000,000.00
91810	Allocated Overhead	\$0
92500 (92100+92200+92300+92400)	Total Tenant Services	\$200,000.00
93000 (93100+93600+93200+93300+93400+93800)	Total Utilities	\$1,400,000.00
93500+93700	Labor	\$0
94000 (94100+94200+94300+94500)	Total Ordinary Maintenance	\$2,700,000.00
95000 (95100+95200+95300+95500)	Total Protective Services	\$110,000.00
96100 (96110+96120+96130+96140)	Total Insurance Premiums	\$550,000.00
96000 (96200+96210+96300+96400+96500+96600+96800)	Total Other General Expenses	\$1,100,000.00

96700 (96710+96720+96730)	Total Interest Expense & Amortization Cost	\$0
97100+97200	Total Extraordinary Maintenance	\$100,000.00
97300+97350	HAP + HAP Portability-In	\$78,000.000
97400	Depreciation Expense	\$2,600,000.00
3397500+97600+97700+97800	All Other Expense	\$0
90000	Total Expenses	\$100,960,000.00

Estimated Total Expenses include Line Item 97400 Depreciation Expense for \$2,600,000 which is a non-cash item. After adjusting for depreciation expense, Estimated Total Revenue exceeds Estimated Total Expense by \$5,700,000, which has been planned for development projects.



iii. Description of Planned Application of MTW Single Fund Flexibility

The MTW PHA shall provide a thorough narrative of planned activities that use only the MTW single fund flexibility. Where possible, the MTW PHA may provide metrics to track the outcomes of these programs and/or activities. Activities that use other MTW authorizations in Attachment C and/or D of the Standard MTW Agreement (or analogous section in a successor MTW Agreement) do not need to be described here, as they are already found in Section (III) or Section (IV) of the Annual MTW Plan. The MTW PHA shall also provide a thorough description of how it plans to use MTW single fund flexibility to direct funding towards specific housing and/or service programs in a way that responds to local needs (that is, at a higher or lower level than would be possible without MTW single fund flexibility).

PLANNED APPLICATION OF MTW SINGLE FUND FLEXIBILITY
Single fund flexibility is made possible by the MTW program. It enables ECC/HANH to make improvements at some of its developments, enables vacancy prep which increases occupancy, enables major redevelopment efforts, continually improves the operational conditions of our RAD sites from our project-based vouchers, and enables provision of services to our residents through the self-sufficiency initiatives including SEHOP Capital Improvement program, Resident Owned Business program, and the Prison Community/Reentry Program as well as the Resident Services for Elderly/Disabled.

(iv.) PLANNED APPLICATION OF PHA UNSPENT OPERATING FUND AND HCV FUNDING

Original Funding Source	Beginning of FY - Unspent Balances	Planned Application of PHA Unspent Funds during FY
HCV HAP*	\$(1,739,284)	\$(1,739,284)

Original Funding Source	Beginning of FY - Unspent Balances	Planned Application of PHA Unspent Funds during FY
HCV Admin Fee	\$2,225,721	\$2,225,721
PH Operating Subsidy	\$5,536,447	\$5,536,447
TOTAL:	\$	\$

Description of Planned Expenditures of Unspent Operating Fund and HCV Funding

The MTW PHA shall provide a description of planned activities and/or use(s) for unexpended Operating Fund and HCV Funding. The original funding source is defined as the legacy MTW PHA’s appropriated Section 8 and Section 9 funding source(s) (HCV HAP, HCV Admin Fee, and PH Operating Subsidy)

(V). LOCAL ASSET MANAGEMENT PLAN

i. Is the MTW PHA allocating costs within statute?

No

ii. Is the MTW PHA implementing a local asset management plan (LAMP)?

Yes

iii. Has the MTW PHA provided a LAMP in the appendix?

Yes

iv. If the MTW PHA has provided a LAMP in the appendix, please describe any proposed changes to the LAMP in the Plan Year or state that the MTW PHA does not plan to make any changes in the Plan Year.

No Proposed Changes in FY23

(VI). RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION

i. Description of RAD Participation

The MTW PHA shall provide a brief description of its participation in RAD. This description must include the proposed and/or planned number of units to be converted under RAD, under which component the conversion(s) will occur, and approximate timing of major milestones. The MTW PHA should also give the planned/actual submission dates of all RAD Significant Amendments. Dates of any approved RAD Significant Amendments should also be provided.

RENTAL ASSISTANCE DEMONSTRATION (RAD) PARTICIPATION

ECC/HANH has received approval to convert a significant proportion of its portfolio under the RAD conversion process. ECC/HANH completed the conversion of Ribicoff Cottages to Twin Brook under a RAD redevelopment resulting in 95 RAD units. ECC/HANH converted all formerly LIPH units at the Monterey Place development resulting in 280 RAD units. ECC/HANH converted 34 LIPH and 53 LIPH units to 87 RAD units at Wilmont Crossing and Eastview Terrace respectively. ECC/HANH is converting 244 LIPH units at Farnam Courts in a multi-phase redevelopment. The first phase resulted in 57 new offsite RAD units at Fair Haven and through the second phase 86 new RAD units on site at Mill River Crossing. The final 2 on-site Farnam phases have also been completed. Phase 2a with 36 RAD units was completed in October 2021 and the final phase 2B containing 52 RAD units was completed in May 2022. Through a portfolio award, HUD also approved the RAD conversion of 11 additional sites through 4 groupings. RAD 1 included 144 units of elderly only LIPH units were converted to RAD units at Prescott Bush, Katherine Harvey Terrace, Newhall Gardens and Constance Baker Motley. RAD 2 converted an additional 70 units at Stanley Justice, Fulton Park and Waverly. RAD 3 has converted 213 units at McQueeney Towers and Celentano Towers. RAD 4, converted an additional 201 units at Fairmont Heights and Ruoppolo Manor. RAD 1 - 4 are completed and occupied. Rockview 2 was also completed in FY21 which will transfer 62 units from Westville Manor as an offsite component of the multi-phase Westville Manor redevelopment. The following developments are either in the planning or closing process that will result in conversion: McConaughy Terrace, 196 Units LIHTC Approved), Valley Street Townhomes, 40 Units (LIHTC

approved, Westville Manor, 88 units (planning), 34 Level Street approximately 55 units (planning), Crawford Manor 109 Units (planning), and scattered site and multi-family, 88 units (planning)

Significant Change as part of amendment #1 to the FY23 MTW Plan:
Scattered Sites

- ii. Has the MTW PHA submitted a RAD Significant Amendment in the appendix? A RAD Significant Amendment should only be included if it is a new or amended version that requires HUD approval.

Yes

- iii. If the MTW PHA has provided a RAD Significant Amendment in the appendix, please state whether it is the first RAD Significant Amendment submitted or describe any proposed changes from the prior RAD Significant Amendment?

First RAD Significant Amendment

VI. Administrative

Board Resolution – Approving ECC/HANH’s MTW FY22 Annual Plan

To: Board of Commissioners

From: Karen DuBois-Walton, President

Date: XXXXX

RE: Approval of MTW Annual Plan for FY 2023

ACTION: Recommend that the Board of Commissioners adopt Resolution #XXXX

TIMING: Immediately.

DISCUSSION: As an MTW agency, ECC/HANH is required, to provide an Annual MTW Plan and an Annual MTW Report. The MTW Annual Plan for FY 2022 was made available for public review; copies were made available on the Elm City Communities Website and at the 360 Orange Street reception area. A RingCentral phone and video public hearing was held on XXXXX.

ECC/HANH submits for Board approval the MTW Annual Plan for Fiscal Year 2023. We request the Board’s authorization for submission to the U.S. Department of Housing and Urban Development (HUD) the MTW Annual Plan for FY 2023 and all related or required certifications and HUD forms, of which the attached document is a part, as well as all necessary documentation and submissions of the Plan.

FISCAL IMPACT: None

STAFF: Evelise Ribeiro

Housing Authority of the City of New Haven

Resolution #07-54/21-R

APPROVING ECC/HANH'S MTW ANNUAL PLAN FOR FY 2022

WHEREAS, ECC/HANH is required, to provide an Annual MTW Plan and an Annual MTW Report; and

WHEREAS, The MTW Annual Plan for FY 2022 was made available for public review on , and a public hearing was held on Monday, May June 14, 2021; and

WHEREAS, ECC/HANH received no public comments; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS hereby authorizes the submission to the U.S. Department of Housing and Urban Development (HUD) the Moving to Work Annual Plan for FY 2022 and make the following certifications and agreements with HUD in connection with the submission of the Plan and implementation thereof:

1. The PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the PHA conducted a public hearing to discuss the Plan and invited public comment.
2. The PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
3. The PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1.
4. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
5. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
6. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
7. The PHA will affirmatively further fair housing by examining its programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives

to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.

8 The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation² at 24 CFR Part 135.

11. The PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

12. The PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. The PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to

determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.

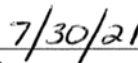
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times

and locations identified by the PHA in its Plan and will continue to be made available at least at the primary business office of the PHA.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on July 20, 2021.



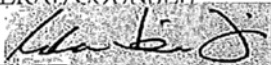
Shenae Draughn
Interim President/Secretary



Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By:


Rolan Joni Young, Esq.
A Partner

CERTIFICATIONS OF COMPLIANCE
<p><i>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING</i></p> <p>Certifications of Compliance with Regulations: Board Resolution to Accompany the Annual Moving to Work Plan</p>

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chairman or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning 10/01/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the MTW PHA's jurisdiction and a description of the manner in which the Plan is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o) and 24 CFR 903.15(d), which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3). Until such time as the MTW PHA is required to submit an AFH, and that AFH has been accepted by HUD, the MTW PHA will address impediments to fair housing choice identified in the Analysis of Impediments to fair housing choice associated with any applicable Consolidated or Annual Action Plan under 24 CFR Part 91.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

(11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

(12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 200.
- (21) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (22) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA.

Housing Authority of New Haven
MTW PHA NAME

CT004
MTW PHA NUMBER/HA CODE

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Erik Clemons

Board Chair

NAME OF AUTHORIZED OFFICIAL TITLE



7/20/2021

SIGNATURE

DATE

* *Must be signed by either the Chairman or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chairman or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

**NOTICE OF PUBLIC HEARING FOR
THE ELM CITY COMMUNITIES, HOUSING AUTHORITY OF NEWHAVEN (ECC/HANH)
MOVING TO WORK (MTW) FY2023 ANNUAL PLAN**

Section II (C) of the Authority's Moving to Work Agreement (the "Agreement") requires that ECC/HANH hold at least one public hearing per Annual MTW submission and make the Annual MTW Plan available for public comment for at least thirty (30) days. The Agency agrees to take into account public comments on the program design, including comments from current tenants/participants to the extent such comments are provided are provided.

The thirty (30) days comment period begins on Monday, April 17, 2022 and copies of the Moving to Work (MTW) FY2023 Plan, will be made available on the agency website www.elmcitycommunities.org or via Twitter, www.twitter.com/ECCCommunities or via Facebook www.facebook.com/ElmCityCommunities.

You are invited to provide written comments addressed to: ECC/HANH, Moving to Work FY2023 Annual Plan, Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 or via email to: eribeiro@elmcitycommunities.org.

Pursuant to said Section II (C), a public hearing where public comments will be accepted and recorded is scheduled for Monday, May 16, 2022 at 4:00pm via:

RingCentral: <https://v.ringcentral.com/join/975943490?pw=2e34ff6769797e68e96a95bb953d0d81>,
Meeting ID: 975943490, Password: yozWY5m3ib.

Or dial 1 (650) 419-1505
Access Code / Meeting ID: 975943490
Dial-in password: 9699956342

Any individual requiring a Reasonable Accommodation to participate in the hearing may call the Reasonable Accommodation Manager (203) 498-8800, ext. 1507 or at the TDD Number (203) 497-8434.

**AVISO DE AUDIENCIA PÚBLICA PARA
LAS COMUNIDADES DE LA CIUDAD DE ELM, AUTORIDAD DE VIVIENDA DE NEWHAVEN
(ECC/HANH) MOVIMIENTO AL TRABAJO (MTW) PLAN ANUAL FY2023**

La Sección II (C) del Acuerdo de Traslado al Trabajo de la Autoridad (el "Acuerdo") requiere que ECC/HANH celebre al menos una audiencia pública por presentación de MTW anual y que el Plan de

MTW anual esté disponible para comentario público durante al menos treinta (30) días. días. La Agencia acepta tener en cuenta los comentarios públicos sobre el diseño del programa, incluidos los comentarios de los inquilinos/participantes actuales en la medida en que se proporcionen dichos comentarios.

El período de comentarios de treinta (30) días comienza el lunes 17 de abril de 2022 y las copias del Plan Moving to Work (MTW) FY2023 estarán disponibles en el sitio web de la agencia www.elmcitycommunities.org o a través de Twitter, www.twitter.com/ECCCommunities o a través de Facebook www.facebook.com/ElmCityCommunities.

Lo invitamos a proporcionar comentarios por escrito dirigidos a: ECC/HANH, Moving to Work FY2023 Annual Plan, Attn: Evelise Ribeiro, 360 Orange Street, New Haven, CT 06511 o por correo electrónico a: eribeiro@elmcitycommunities.org.

De conformidad con dicha Sección II (C), una audiencia pública donde se aceptarán y registrarán los comentarios públicos está programada para el lunes 16 de mayo de 2022 a las 4:00 p. m. a través de: RingCentral: <https://v.ringcentral.com/join/975943490?pw=2e34ff6769797e68e96a95bb953d0d81>, ID de reunión: 975943490, Contraseña: yozWY5m3ib.

O marque 1 (650) 419-1505

Código de acceso / ID de reunión: 975943490

Contraseña de marcación: 9699956342

Cualquier persona que requiera una Adaptación Razonable para participar en la audiencia puede llamar al Gerente de Adaptación Razonable (203) 498-8800, ext. 1507 o al Número TDD (203) 497-8434.

Housing Authority of the City of New Haven/Elm City Communities
Public Hearing: MTW FY20223
XXXX
360 Orange Street, New Haven, CT 06511
(Via RingCentral teleconference)

Those present included:

Housing Authority of the City of New Haven/Elm City Communities

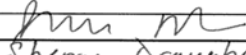
Results of Agency Directed Evaluations of Demonstration

ECC/HANH has contracted with Enterprise Community Partners to position the agency for a future case studies and evaluation of its MTW program and each of its initiatives. completed the 3rd year of a three-year contract to complete ECC/HANH's MTW Plans and Reports each year and has coordinated with ECC/HANH's data collection software provider for optimal data collection. Enterprise has provided data collection recommendations to ensure ECC/HANH is collecting data for metrics to support proper reporting and support a future evaluation.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> na a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> na a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> na a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: N/A Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Shenee Draughn Title: Interim President Telephone No.: 203-498-8800 x1091 Date: 7/30/2021		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

ECC/HANH's local total development cost (TDC) limits as approved by HUD.

The following pages detail ECC/Hanh's Alternate TDCs.

HUD HCC 2013								
		0	1	2	3	4	5	6
Detached		\$ 96,195	\$ 122,916	\$ 144,239	\$ 170,801	\$ 200,549	\$ 219,593	\$ 237,542
Row House		\$ 78,165	\$ 102,750	\$ 121,542	\$ 148,120	\$ 176,091	\$ 194,147	\$ 211,074
Walk Up		\$ 71,663	\$ 97,219	\$ 123,709	\$ 161,949	\$ 201,180	\$ 226,579	\$ 251,643
Elevator		\$ 81,545	\$ 114,163	\$ 146,781 70	\$ 195,708	\$ 244,635	\$ 277,253	\$ 309,871
HUD HCC FACTORS								
		0	1	2	3	4	5	6
Detached		-33.31%	-14.78%	16.60%	18.42%	39.04%	52.24%	64.69%
Row House		-35.69%	-15.46%	-1.75%	21.87%	44.88%	59.74%	73.66%
Walk Up		-42.07%	-21.41%	0.00%	30.91%	62.62%	83.16%	103.42%
Elevator		-44.44%	-22.22%	0%	33.33%	66.67%	88.89%	111.11%
ECC/HANH HCC 2013								
		0	1	2	3	4	5	6
Detached		\$ 145,318	\$ 185,685	\$ 217,896	\$ 258,023	\$ 302,962	\$ 331,731	\$ 358,846
Row House		\$ 118,081	\$ 155,221	\$ 183,609	\$ 223,759	\$ 266,014	\$ 293,290	\$ 318,861
Walk Up		\$ 108,259	\$ 146,866	\$ 186,882	\$ 244,651	\$ 303,915	\$ 342,285	\$ 380,149
Elevator		\$ 109,828	\$ 153,759	\$ 197,690	\$ 263,587	\$ 329,483	\$ 373,414	\$ 417,346
HUD TDC 2013								
		0	1	2	3	4	5	6
Detached		\$ 168,342	\$ 215,103	\$ 252,419	\$ 298,901	\$ 350,961	\$ 384,288	\$ 415,699
Row House		\$ 136,788	\$ 179,813	\$ 212,699	\$ 259,210	\$ 308,159	\$ 339,757	\$ 369,380
Walk Up		\$ 125,410	\$ 170,134	\$ 216,490	\$ 283,411	\$ 352,064	\$ 396,513	\$ 440,376
Elevator		\$ 130,472	\$ 182,661	\$ 234,850	\$ 313,133	\$ 391,416	\$ 443,605	\$ 495,794

ECC/HANH TDC 2013

	0	1	2	3	4	5	6
Detached	\$ 228,356.69	\$ 291,789.97	\$ 342,408.21	\$ 405,464.41	\$ 476,082.62	\$ 521,291.12	\$ 563,900.08
Row House	\$ 185,556.06	\$ 243,917.71	\$ 288,527.99	\$ 351,621.68	\$ 418,022.08	\$ 460,885.17	\$ 501,067.76
Walk Up	\$ 170,120.98	\$ 230,789.37	\$ 293,672.84	\$ 384,451.85	\$ 477,581.46	\$ 537,876.94	\$ 597,377.37
Elevator	\$ 178,470.14	\$ 249,858.09	\$ 321,246.04	\$ 428,328.23	\$ 535,410.42	\$ 606,798.37	\$ 678,186.32

PERCENT CHANGE ECC/HANH TDC 2008-2013

	0	1	2	3	4	5	6
Detached	15.00%	13.00%	10.73%	9.54%	9.11%	9.20%	8.94%
Row House	1.50%	2.94%	2.73%	5.14%	6.20%	6.94%	7.49%
Walk Up	16.75%	16.65%	17.70%	18.47%	20.73%	21.86%	23.14%
Elevator	10.45%	10.45%	10.45%	10.45%	10.44%	10.45%	10.45%

PERCENT CHANGE COMPARISON HUD TO ECC/HANH TDC

	0	1	2	3	4	5	6
Detached	0.76%	0.74%	0.73%	0.64%	0.72%	0.72%	0.71%
Row House	0.66%	0.67%	0.67%	0.73%	0.69%	0.70%	0.70%
Walk Up	0.76%	0.76%	0.77%	0.79%	0.79%	0.80%	0.80%
Elevator	-0.20%	-0.20%	-0.20%	-0.20%	-0.20%	-0.20%	-0.20%

ECC/ HANH TDC 2017

	0	1	2	3	4	5
Detached	\$ 258,686.46	\$346,915.00	\$420,699.00	\$514,164.00	\$604,941.00	\$660,932.00
Row House	\$ 237,989.56	\$326,544.00	\$397,097.00	\$488,020.00	\$579,524.00	\$638,384.00
Walk Up	\$ 237,989.56	\$286,276.00	\$363,110.00	\$474,222.00	\$590,780.00	\$665,145.00
Elevator	\$ 210,661.90	\$294,926.29	\$379,191.42	\$505,589.28	\$631,956.64	\$716,250.81

Appendix 2

Local Asset Management Plan:

Under the First Amendment to the MTW Agreement 10-15-08, ECC/HANH is permitted to design and implement its own Local Asset Based Management Program so long as the ECC/HANH and HUD agree that the principles and understanding outlined in the Amendment are adhered to.

- ECC/HANH developed a program wherein Excess Operating Reserves are funded from the General Fund Account and will be used to cover deficits through a journal voucher once per year to ensure that the transfer of funds from the General Fund to a project to cover any operating deficits are reflected on the income and expense statement of the project.
- ECC/HANH uses project-based accounting and project-based budgeting for direct costs incurred by each property.
- ECC/HANH considers its cost allocation plan for the entire operation of the Agency, rather than a strict focus on only the MTW program. This cost allocation plan addresses the larger ECC/HANH operation as well as the specific information required related to the MTW Program.
- All associated activities funded under the MTW Single Fund authority are deemed as a single cost objective. The MTW Program cost objective includes the Asset Management Projects in the public housing program, housing choice vouchers – both project-based and tenant-based vouchers, development activities funded from MTW, resident services, case management services, capital fund program, and any other activity that is permitted under the Amended and Restated MTW Agreement.
- ECC/HANH's proposed cost allocation system is more comprehensive than HUD's Asset Management System, which is a fee-for-service approach specific to the asset management projects in the public housing program. In consideration of ECC/HANH's other programs such as business activities, ECC/HANH's proposed LAMP addresses much broader than public housing properties and includes the entire ECC/HANH operation.
- ECC/HANH will use a simple fee system of charging up to 10% of the project/program funds to cover the costs of the Central Office Cost Center (COCC). ECC/HANH views the up to 10% fee as reasonable when compared to the fees earned for administering other programs or non-profit affiliates.

Proceeds from the energy performance contracts and other non-federal sources to support project operations are not reflected in the operating statements for each project. The COCC operates on the allowable fees as described above. ECC/HANH systematically reviews information regarding the financial, physical and management performance of each project and identifies non-performing assets. All non-performing assets will have a management plan that includes a set of measurable goals to address. During FY09, ECC/HANH conducted an updated Physical Needs Assessment for each project. The work was completed in FY2010 and was fully reported in the FY10 report. Finally, ECC/HANH has implemented a Risk Management Program in accordance with §990.270.

The market demands have driven costs higher, but the Authority has been and will continue to be a good steward of public resources. The TDC cost limitations derived from (1) construction cost data obtained from RS Repair and Modeling Cost, and (2) an analysis of unit size and construction cost data obtained from a survey of local mixed income developments, and an analysis of other local factors and market conditions affecting the cost of the development of mixed income communities in the local market area.

The Housing Authority has the following developments in its pipeline: McConaughy Terrace 9%, McConaughy Terrace 4%, Valley Street Townhomes, Westville Manor Phase I, Westville Manor Phase II, Scattered Sites Multifamily, and Crawford Manor. As it relates to our approved TDC, the developments shall not exceed the approved TDC. McConaughy Terrace and Valley Street have been awarded 9% and 4% LIHTCs and are in the closing phase. Westville Manor, 34 Level Street, and Crawford Manor are in the predevelopment. The Authority continues to

work diligently to find creative construction options to receive a quality development that will have a lifecycle of 20 years while staying within the lower level of

the approved TDC. The Authority also continues to seek alternative funding sources to reduce the need for MTW fungibility by seeking funding under the FHLB AHP program, State funding through the State of Connecticut Department of Housing and Department of Economic and Community Development

Appendix 3

CARING ABOUT RESIDENT ECONOMIC SELF-SUFFICIENCY (CARES)
PILOT PROGRAM FOR WEST ROCK REVITALIZATION INITIATIVES

Goals and Objectives of the Program

The Housing Authority of the City of New Haven (ECC/HANH) is a Moving to Work (MTW) Agency. The MTW Program provides MTW Agencies with an opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase affordable housing choices for low-income families. The Agency has been able to use the flexibility provided under the MTW Program to begin implementing a West Rock Revitalization Plan that will provide almost 500 units of housing and appurtenant commercial and community space. To help ensure the long-term success of this investment it is critical that the Agency address the social and economic issues that are vital to long-term sustainable growth in the Community.

The Authority has chosen to implement the CARES program in conjunction with the West Rock Revitalization Plan based upon statistical data from recent needs assessment conducted among the 187 former families of the Brookside and Rockview developments, where 31 residents responded. The results of this assessment show that 35.5 percent of families need job training, 29 percent need day care services and 22.6 percent need employment services. In order to realign the public assistance model and get more residents self-sufficient, we need to address the everyday challenges that our current residents are faced with. ECC/HANH anticipates achieving the largest impact by focusing on a sub-community that is most affected by the societal stigmas. Additionally, the poverty rate for the City of New Haven in 1999 was 24.4 percent as compared to 51 percent for the West Rock residents as a whole and 69 percent for the target residents of this program. Our goals are to increase the number of families in the West Rock community who are achieving household income and self-sufficiency to be able to attain a market rate unit or other affordable housing without assistance.

Eligibility/Threshold Requirements

To be eligible to participate in the CARES program, the following criteria must be met;

- All adult members of the household 18 year of age or over must execute a CARES Addendum to the Standard PHA or HCV Lease Agreement;
- Be current in all lease obligations to ECC/HANH ;
- Be a resident in “good standing” as defined in the ACOP;
- Have been employed at least 12 months out of the prior 36 months before applying for the CARES program;
- Have a GED or High School diploma or be capable of obtaining such GED or High School diploma within 24-months of applying for program. Applicants for the program that do not have a GED or High School diploma must show progress towards meeting this goal;
- Enroll in the Authority’s FSS Program; and
- Open an IDA account

Families will live at West Rock for up to 24-months with supportive housing to become self-sufficient and will be based upon their education level (GED or High School diploma or not); household income (above or below the Federal Poverty Level); the employability of each person based upon their employment history as well as the results of their employability assessment.

Program Overview

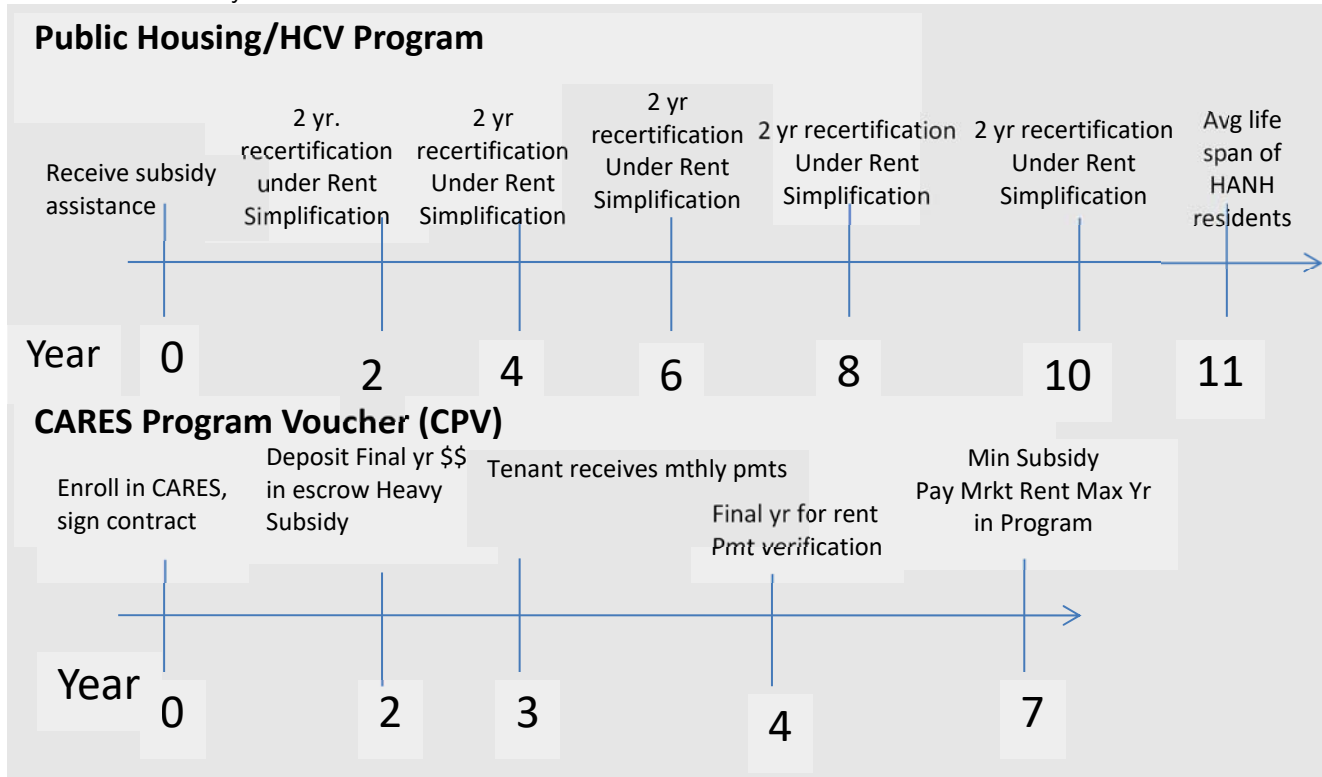
Brookside and Rockview families will be given the options, at lease up, to stay in a public housing program or reside in a Project Based Voucher (PBV) unit or to accept a Tenant Based CARES Program Voucher (CPV) as part of the CARES Program. Residents that opt to stay in public housing or a PBV unit will be given 72 months of rental assistance. After the 72 months have expired, residents who elect to stay in public housing or PBV units will be required to pay the Flat Rent (public housing) or Market rent (PBV), less prorated assistance for household members who are seniors, 18 years of age or under, disabled or otherwise exempt. Thus, if a family of four receives rental assistance (calculated as the difference between the Flat Rent and the TTP) and there are two adults and two children ages 12 and 15, and assuming that the prorated rental assistance for each member of the household is \$200 per month, the family will have its rent increased by \$400 per month after the end of the seven year period. During the term, the prorated amount of assistance would continue for the child over the age of 18 if that child was enrolled in a minimum of 3 hours or 3 credits in secondary or vocational education. Assistance for residents who are deemed exempt from the program by the case manager and the needs assessment will also continue to receive assistance. We recognize that there are individuals who to no fault of their own will not be able to achieve self-sufficiency on their own. Non-exempt individuals who have an ISP and case manager and show progress towards the goals of the plan will continue to be able to receive assistance as long as they continue to make progress towards their goals. Life happens and families may experience unforeseen circumstances such as a loss of job, downturn in the economy or an unforeseen family circumstance that will hinder them from entering the CARES Program.

Residents who elect to take the CPV option will be given up to two years to transition in to the CARES Program and a total of six years (72 months) to reach self-sufficiency based upon their income and job readiness at the signing of their lease. The first two years will enable residents the time to meet the basic requirements of the program. At the end of the six-year (72 month) program, participating residents will no longer receive rental assistance. ECC/HANH will determine the amount of assistance the family is eligible to receive over the term of the CPV assistance, and assistance will be adjusted annually for inflation (Exhibit A). In the third year of the program, an amount equal to the sum of the rental assistance that the family would have otherwise

received in the final year will be deposited into a Resident Enrolled Escrow Fund (REEF). For the duration of the program the funds in the REEF may be used to cover the following costs; a hardship (as defined under the Hardship Policy and Guidelines), purchase of a vehicle to attain or maintain employment (a onetime payment not to exceed \$3,000 after all other options have been exhausted), start a small business (a onetime payment not to exceed \$2,500 after all other options have been exhausted), purchase a computer, down payment on a home, and/or enroll in higher education, subject to the approval of ECC/HANH . If the funds deposited in the REEF are fully expended prior to the final year of the program, there would be no available funds in the final year but if the funds deposited into the REEF have not been used by the end of the program term of rental assistance, it will be refunded to the resident as a bonus for program compliance. A CARES oversight committee will be created to review the requests of the participants to use the REEF funds will consist of the Executive Director’s office, the Director of Operations or designee, the Service Center Director or designee, a WRIC elected representative, a representative from Workforce Alliance Board, and a representative from the Department of Social Services.

The first step to self-sufficiency is encouraging families to seek affordable housing and manage their household expenses on a fixed income which will empower them to make their own choices. At the time of enrollment into the program, each family will sign a CARES Addendum and go through an assessment process where income, bedroom size, and family composition will be evaluated. For the first 24 months of the program, residents who elect to enroll in the CARES Program will be required to live in the newly redeveloped West Rock community to receive the supportive services and management needed to allow them to become self-sufficient. During this time the monthly subsidy payments will be made directly to the landlord. Beginning in year 3, the families will undergo a recertification to determine the monthly subsidy for the remaining four years in the CARES Program and the REEF income disallowance basis, be responsible for paying the landlord in full, and to provide ECC/HANH with payment receipts for 12 consecutive months to ensure compliance with the program. The families will receive a pre-determined subsidy payment each month, instead of the traditional method of payments being made to the landlord, based on the assessment. ECC/HANH will do periodic reviews to make sure funds are being spent to cover housing costs; however, there are no income exclusions, deductions or utility allowances necessary since the HAP data already takes this information into account (Exhibit A). Subsidy amounts paid to the families will be adjusted to reflect cost of living increases annually. These stepped requirements will eliminate the need for recertification and verification of income. The established subsidy payment schedule for the term of the program enables ECC/HANH to assist the families with the most support in the early years where it is needed. Providing this oversight and acceleration in subsidy in the early years of the program along with the development of the skills necessary for long-term self-sufficiency will increase the independence of the residents over time and result in a gradual declining need for subsidy.

HCV 7 Year Cash Payment Schedule



Additionally, participating residents will also establish Individual Development Accounts (IDA) if they elect to take the CPV option. ECC/HANH’s contribution will be the resident’s income disallowance portion to be contributed to the IDA based upon the initial Individual Services Plan and income verification process that is established by the families and a case manager at the time of lease up. If a family’s income increases, they can deposit the difference between the increase in income and the monthly rental payment into their REEF account. Families that enroll in the CARES Program that experience an increase in year three (in

CARES) in earned income will be allowed an optional exclusion from the increase from Annual Income for the five years at 100 percent. Families already receiving the HUD mandatory income disallowance can, at the time of enrollment in the CARES program, stop receiving those benefits and begin with a new basis with the CARES REEF disallowance at 100 percent. For families enrolled in ECC/HANH's optional income disallowance, participants can elect to opt out of ECC/HANH's disallowance and enter the CARES REEF program. The REEF disallowance will establish a new baseline when they enter the program and continue for five additional years or to the end of the CARES program, whichever comes first. The Authority also provides the same Optional Income Exclusion for any increase in income earned by a Resident Owned Business.

ECC/HANH is embarking on this CARES pilot program in the West Rock community to help promote economic self-sufficiency of the residents of this revitalized community as a stepping stone to a new paradigm in the affordable housing market for low income families. We believe that the comprehensive program discussed above, combined with the development of unassisted rental units, will be effective in achieving housing and economic transitions for a substantial numbers of West Rock families.

Exhibit A - Housing Choice Voucher - HAP 7 Year Schedule

Family Size		1	2	3	4	5	6
Median Household HAP to Owner (9/10)		795	895	1000	1090	1147	1214
Median Utility Allowance		122	292	357	362	425	430
Median Monthly Cash Payment Assistance		917	1187	1357	1452	1572	1644
Years in Program	Cost of Living Increase	Subsidy Value					
1 Supportive Component Monthly Annually	Lease up Year	917.00	1,187.00	1,357.00	1,452.00	1,572.00	1,644.00
		11,004.00	14,244.00	16,284.00	17,424.00	18,864.00	19,728.00
2 Supportive Component Monthly Annually	3%	944.51	1,222.61	1,397.71	1,495.56	1,619.16	1,693.32
		11,334.12	14,671.32	16,772.52	17,946.72	19,429.92	20,319.84
3 Tenant Based Component Monthly Annually	3%	972.85	1,259.29	1,439.64	1,540.43	1,667.73	1,744.12
		11,674.14	15,111.46	17,275.70	18,485.12	20,012.82	20,929.44
4 Tenant Based Component Monthly Annually	3%	1,002.03	1,297.07	1,482.83	1,586.64	1,717.77	1,796.44
		12,024.37	15,564.80	17,793.97	19,039.68	20,613.20	21,557.32

5 Tenant Based Component Monthly	3%	1,032.09	1,335.98	1,527.32	1,634.24	1,769.30	1,850.34
Annually		12,385.10	16,031.75	18,327.79	19,610.87	21,231.60	22,204.04
6 Tenant Based Component Monthly	3%	1,063.05	1,376.06	1,573.13	1,683.27	1,822.38	1,905.85
Annually		12,756.65	16,512.70	18,877.62	20,199.19	21,868.55	22,870.16
7 Tenant Based Component Monthly	3% (Amount deposited into Escrow)	1,094.95	1,417.34	1,620.33	1,733.76	1,877.05	1,963.02
Annually		13,139.35	17,008.08	19,443.95	20,805.17	22,524.60	23,556.26
Total Cash Assistance		84,317.73	109,144.11	124,775.53	133,510.74	144,544.69	151,165.05

Program Steps Orientation

Prior to executing a lease to move to the revitalized development, the family must attend an orientation where they will be informed of the CARES program requirements, the availability of supportive services to enable them to fulfill their obligations under this program and the consequences of the failure to meet the requirements under this program.

CARES Addendum to Replace HAP Contract

At the time of lease up, families moving to West Rock will make their voluntary decision to enter into the CARES program. A CARES Addendum to the lease agreement will be signed which will go into effect at the beginning of year three. This addendum will replace the HAP Contract as monthly rental payments will no longer be sent directly to the landlord and HAP contracts are between ECC/HANH and the landlord. A monthly cash payment will be sent directly to the resident per the CARES addendum between ECC/HANH and the resident.

Needs Assessment

Each family member will complete a needs assessment prior to lease up to establish a baseline of current educational levels, abilities, skills, interests, aptitude, and program goals. The subsidy amounts will be established based upon family composition, bedroom size, and household income during the assessment as well. Upon completion and review of the assessment the families, along with a case manager, will create a comprehensive Individual Service Plan (ISP) that will consist of short-term and long-term goals in the aforementioned categories, as well as, work and youth educational requirements under this program. It is important to note that those residents who do not meet the Eligibility/Threshold requirements under the CARES program and are categorized under one or more of the exemptions described in "5. Exemptions for Residents Residing in Public Housing or HCV units", will have the opportunity to reside in the development under the traditional Public housing or HCV units

Individual Services Plan (ISP)

Once the assessment has been completed, the case manager and the family will develop an ISP that is designed to help the family meet the work requirement of this program within a 72-month timeframe. The plan must be completed within 90-days of moving into the new unit in the West Rock Community. The ISP will include the identified needs and agreed upon goals established during the needs assessment and be completed within 60-days after moving into the new rental unit. Families who are enrolled in the program will have to participate in the HUD mandatory income disallowance program and to enroll in the optional CARES REEF disallowance program. If it is determined that the family cannot obtain or sustain earnings over a 72-month period at or above self-sufficient income levels to obtain a market rate unit or other affordable unit on their own, the case manager may determine that the person cannot meet the goals of the program and that person may be exempted from the CARES program. If deemed exempt, that person will be required to enroll and to remain enrolled in the Authority's Family Self Sufficiency (FSS) Program. The ISP shall address the following areas of concern.

- a. Family stability
- b. Well-being
- c. Education & training
- d. Financial management
- e. Employment & Career management

Exemptions for residents remaining in Public Housing or Project Based Voucher Units

There are exemptions to the program for not having to pay the Flat Rent/Market Rent but who elect to remain in Public Housing or PBV units in the West Rock development. Persons disabled or deemed unemployable, and returning residents that have a right to return under the MOA between the former residents of Brookside and Rockview and ECC/HANH which will grandfather them in to return to the property and not be subject to the CARES program unless they voluntarily choose to.

Families that meet one or more of the following criteria are exempt from having to pay flat rent at the end of the 72 months:

The adult is precluded from obtaining or maintaining employment due to domestic violence or other circumstance beyond his or her control; or

The adult is employed and unable to pay their pro-rata share of the flat rent due to (1) a documented medical impairment that limits his/her work hours, or (2) the need to care for a disabled or elderly member of the household; or

The adult has a documented and substantive barrier to employment such as severe mental or physical health problems, one or more severe learning disabilities, domestic violence, or child who has serious physical or behavioral health problems; or

Enrolled in a bona-fide employment or adult educational or literacy training program for a minimum of 16 hours per week or two full time classes.

If any adult in the family meets one of the following exemption criteria, the family is not subject to the CARES Program. A person is exempt if:

He/she is incapacitated (as recognized by the Social Security Administration); or

Age 50 or older; or

Responsible for the care of an incapacitated family member; or

A non-parent caretaker relative; or

Caring for a child under the age of 2.9 (subject to include children at the time of initial move-in); or

Pregnant, if a physician has certified that she is unable to work; or

Unemployable (defined as "not able to hold or find a job")

An adult who believes that he/she is exempt under one or more of the aforementioned criteria must provide documentation to the Authority to support their position.

Hardship Policy and Guidelines

i. **Hardship Policy:**

Prior to imposition of any change in rent, the household will be provided with advanced notice as required by their lease and/or governing documents. Households that are notified of a rent increase will also be informed, in writing, of their ability to seek a waiver based on financial hardship provided that the hardship is related to extraordinary deductions or extraordinary cost of living (rent, utilities, medical expenses, child care expenses).

ii. **Hardship Criteria:**

The following criteria will trigger a review for consideration of a Hardship cash disbursement from the REEF.

Extraordinary Cost of Living:

In the CARES program, a hardship review will be conducted if the monthly total shelter costs (rent plus utilities), when combined with un-reimbursed monthly medical, disability, and dependent costs, exceeds forty percent (40%) of a household's monthly income (monthly income is defined as annual income divided by twelve).

Medical, Disabled Expenses of \$6,000.00 or more:

In the CARES program, hardship review may be conducted if a household's total unreimbursed medical, disability, and dependent expenses of \$6,000.00 or more per year. This includes the full cost of Medicare and private insurance.

Persons with disabilities always retain the right to request Reasonable Accommodations.

CARES Program Interim & Rent Hardship Rule During COVID19 and any similar pandemic or emergency affecting a significant number of families in the community:

CARES program will include an opportunity for families to request a rent adjustment during COVID19 and any similar pandemic or emergency affecting a significant number of families in the community. Families who experience a loss of income as a result of

a natural disaster, local, state or national emergency such as COVID19 or the like, may have the opportunity to submit a request for interim rent change. The family must be able to provide documentation that proves that the loss of income is related to this a specific situation listed under this category.

In order to prevent the reprocessing of files when families go back to work during a time like this, the CARES coordinator will create a letter which advises the families of decrease to their rent for 3 months, as a result of loss or decrease in income. At the end of the 3 months, the rent will be adjusted back to what it was before the decrease. Staff would process 2 actions, the decrease, and a second action (effective on the 1st day of the 4th month) which would be an increase back to the amount prior to the decrease. This way, families will not need to report the increase and staff can give 30-day notice of the potential increase change at the same time they are giving the decrease notice.

The interim will allow for families to pay as little as the minimum rent of \$50 with the expectation that everyone pays something for housing. Residents who are unable to pay the minimum rent of \$50 can request a hardship exemption for \$0 rent.

These individuals meet with ECC/HANH Hardship Committee to determine the nature and length of the hardship and their rent is then modified accordingly based on the information collected.

If a family is unable to pay the minimum rent because of a financial hardship the family may be eligible for a temporary waiver from paying Minimum Rent.

A family may be exempt from Minimum Rent for 120 days when the family experiences a hardship as a result of COVID19 and other similar pandemic or national, state or local emergencies that affect a large number of families in the community.

There is no requirement to repay this rent during this type of circumstance, and no referral to FSS or community service will be required.

iii. **REEF Cash Disbursement Request Process:**

All REEF cash disbursement requests must originate with the household and must be submitted to Property Manager or Occupancy Specialist within thirty (30) calendar days of the date of the rent adjustment notification or hardship event, whichever occurs first. It will be the responsibility of the household to complete an "Application for Hardship Waiver" form and to provide all documentation required to show eligibility.

Once the Property Manager or the Occupancy Specialist receives the required documentation, the information shall be forwarded to the Director of Operations.

At the applicant's option, the Hardship Review Committee shall include a public housing resident.

In cases of hardship based on income loss, the Hardship Review Committee shall consider whether or not the applicant has made a good faith effort to secure alternative income sources. In addition, the Committee shall consider whether or not the loss of income is due to circumstances beyond the applicant's control.

The Hardship Review Committee shall render a decision on the request and a written decision shall be forwarded back to the Executive Director for signature. The Executive Director may sustain or decline the recommendation of the Committee. After signature by the Executive Director, the Director of Operations or Service Center Director, as applicable, will inform the parties of the decision. The written decision shall inform the parties as to the relief granted as well as the term of the relief. Households that disagree with the decision may request a grievance through the ECC/HANH grievance process. In cases where an appeal is sought, no action shall be taken by the ECC/HANH until the grievance process is completed.

iv. **Hardship Committee Remedies:**

The Hardship Review Committee will examine each family's circumstances on a case-by-case basis. The Hardship Review Committee has a choice of four remedies it can recommend as it deems appropriate. Depending on income, deductions and family circumstances the Committee may take action including, but not limited to:

Give exceptional expenses cash payment from the REEF account for rent payments and un-reimbursed utility expenses due to job loss, not to exceed a 90-day period.

Give exceptional expenses cash payment from the REEF account for medical expenses of \$6,000 or more after all other options have been exhausted.

Permanent exclusion from CARES due to a disability or other exemption listed under the definitions of exemptions above and re-entry into Public Housing or PBV units.

Appropriate combination of remedies listed above.

The Hardship Committee shall require that all family, except elderly and disabled families reapply to the Hardship Committee after the end of the 90 day period for which the exceptional expenses cash payment is granted if the family wants the exemption to continue for more than 90 days.

Cash Payments to Tenants

As a result of implementing a CARES Addendum to the lease agreement, which will replace HAP contracts, residents who enroll and participate in the CARES Program will begin receiving a monthly cash payment to cover their rental payments and utility expenses. This is in lieu of receiving a utility allowance reimbursement and a direct rental payment to the landlord. For the duration of the program the funds in the REEF may be used to cover the following costs; a hardship (as defined under the Hardship Policy and Guidelines), purchase of a vehicle to attain or maintain employment (a onetime payment not to exceed \$3,000 after all other options have been exhausted), start a small business (a onetime payment not to exceed \$2,500 after all other options have been exhausted), purchase a computer, down payment on a home, and/or enroll in higher education, subject to the approval of ECC/HANH. If the funds deposited in the REEF are fully expended prior to the final year of the program, there would be no available funds in the final year but if the funds deposited into the REEF have not been used by the end of the program term of rental assistance, it will be refunded to the resident as a bonus for program compliance. A CARES oversight committee will be created to review the requests of the participants to use the REEF funds will consist of the Executive Director's office, the Director of Operations or designee, the Service Center Director or designee, a WRIC elected representative, a representative from Workforce Alliance Board, and a representative from the Department of Social Services.

Individual Development Accounts (IDA)

Program participants must establish an Individual Development Account. The amount that the family must contribute toward this account will be determined by mutual agreement between the case manager and the individual. ECC/HANH's contribution will be the resident's income disallowance portion as a contribution to the IDA based upon the initial Individual Service Plan and income verification process that is established by the families and a case manager at the time of lease up to move to West Rock. If a family's income increases, they can voluntarily deposit the difference between the increase in income and the monthly rental payment into their REEF account. Families that can experience an increase in earned income will be allowed to exclude the increase from Annual Income for four years at 100 percent. The Authority also provides the same Optional Income Exclusion for any increase in income earned by a Resident Owned Business.

REEF Cash Deposit

In addition to the traditional IDA account, which we are calling a REEF for delineation of the CARES Program; ECC/HANH will deposit an amount equal to 12 months of cash payments that would have otherwise been received in the final year of the program into the REEF account. This money will be available to access

CARES Income Disregard

If a family's income increases, they can deposit the difference between the increase in income and the monthly rental payment into their REEF account. Families that enroll in the CARES Program that experience an increase in year three (in CARES) in earned income will be allowed an optional exclusion from the increase from Annual Income for the five years at 100 percent. Families already receiving the HUD mandatory income disallowance can, at the time of enrollment in the CARES program, stop receiving those benefits and begin with a new basis with the CARES REEF disallowance at 100 percent. For families enrolled in ECC/HANH's optional income disallowance, participants can elect to opt out of ECC/HANH's disallowance and enter the CARES REEF program. The REEF disallowance will establish a new baseline when they enter the program and continue for five additional years or to the end of the CARES program, whichever comes first. The Authority also provides the same Optional Income Exclusion for any increase in income earned by a Resident Owned Business.

Case Management

All CARES program participants must enroll in ECC/HANH's FSS program. Case management is the key to any successful Community and Supportive Services Plan (CSSP). The case management model will be provided through a **collaborative approach** that will include a variety of specialized CSS Partners. The case manager will coordinate all case management, assist residents in assessing their needs and ensuring that required services are provided, and serve as the primary provider of these services. Other CSS Partners like the Connecticut Department of Social Services and the New Haven Board of Education may serve as case managers for specific residents like those on the Temporary Financial Assistance (TFA) or those enrolled in Early Childhood Learning Program with whom they maintain an existing and positive relationship.

The goal of case management is to ensure positive outcomes for the residents which may vary depending upon the resident being served. Expected outcomes of our case management activities include resident education, information, advocacy and empowerment. By collecting and analyzing data through a web-based tracking system, the case manager can make decisions based upon sound and unbiased information. The case manager will be responsible for sharing information with the CSS Team and CSS Partners, government agencies, families, et al, while at the same time protecting the confidentiality and privacy of the residents. The CSS Team and CSS Partners will have access to this system to accurately and timely assess a resident's needs to measure his/her progress towards achieving his/her self-sufficiency goals. This is a critical component to successful case management.

Progress Meetings

The case management provider will conduct a minimum of two progress meetings each month, one of which shall be at the resident's apartment. The purpose of these meetings is to ensure that progress is being made towards economic self-sufficiency

and to ensure a higher level of coordination of all services. Quarterly Review of Compliance with Individual Service Plans will be conducted, as well.

Early Graduation from CARES Program

Residents can graduate from the program earlier than the seven years allocated if they meet the income levels required to obtain a market rate unit or other affordable unit on their own. The case manager will give them an early assessment to ensure that self-sufficiency can be sustained. As incentive to accelerate out of the program early, residents will receive the final year subsidy bonus as a cash payment to use as they deem necessary.

Coordination of Supportive Services Initiatives

The supportive services that will link residents include but are not limited to, the following initiatives:

- Programs that help eliminate barriers to self-sufficiency.
- Educational activities that promote learning and serve as the foundation for young people from infancy through high school graduation, helping them to succeed in academia and the professional world. Such activities, which include early childhood education, after-school programs, mentoring, youth leadership development and tutoring, must be created with strong partnerships with public and private educational institutions.
- Adult educational activities, including remedial education, literacy training, tutoring for completion of secondary or postsecondary education, assistance in the attainment of certificates of high school equivalency, and English as a Second Language courses, as needed.
- Readiness and retention activities, which frequently are keys to securing private sector commitments to provide jobs.
- Employment training activities that include results-based job training, preparation, counseling, development, placement, and follow-up assistance after job placement.
- Programs that provide pre- apprenticeships in construction, construction-related, maintenance, or other related activities by providing GED classes and OSHA certifications to prepare for an entry-level, registered apprenticeship program. An entry-level, registered apprenticeship program is one that has been registered with a State Apprenticeship Agency recognized by the Department of Labor's (DOL).
- Training on topics such as parenting skills, consumer education, family budgeting, and credit management.
- Homeownership counseling so that, to the maximum extent possible, qualified residents will be ready to purchase new homeownership units when they are completed. The Family Self-Sufficiency program can also be used to promote homeownership, providing assistance with escrow accounts and counseling.
- Coordinating with health care providers or providing on-site space for health clinics, doctors, wellness centers, dentists, community health worker initiatives, and other health-related initiatives (e.g., With Every Heart Beat Is Life initiative, which is part of the National Heart, Lung, and Blood Institute's (NHLBI's) Educational Resources to Address Health Disparities initiative).etc., that will primarily serve the public housing residents.
- Substance and alcohol abuse treatment and counseling.
- Activities that address domestic violence treatment and prevention.
- Child care services that provide sufficient hours of operation to facilitate parental access to education and job opportunities, serve appropriate age groups, and stimulate children to learn.
- Transportation, as necessary, to enable all family members to participate in available CSS activities and to commute to their places of training and/or employment.
- Entrepreneurship training and mentoring, with the goal of establishing resident-owned businesses.

Violations of the CARES Program

Circumstances that constitute a violation of the CARES Program include but are not limited to the following:

Misappropriation of funds;

Fraudulent acts, as set forth in the ACOP and Administrative Plan respectively; and

Non-compliance of CARES Program per the CARES Contract

Any resident that is notified of a program violation will have the opportunity to appeal the claims being made against them as set forth in the aforementioned paragraph "5. Appeals Process".

Any resident who is found in violation can receive disciplinary action up to and including termination of their lease agreement which can result in Mandatory Bar that states that residents can no longer receive subsidy rental assistance for 10 years.

Appeal Process

A family who receives an adverse finding from ECC/HANH regarding the CARES Program has the right to appeal to ECC/HANH under the Authority's Grievance Process.

Moves

As outlined in the FY15 MTW Plan (Initiative 2.3), ECC/HANH will be initiating a policy to limit moves for CARES participants (those who elected to take the CPV option) unless an extraordinary situation exists. Limiting CARES moves to only extraordinary situations will allow participants to follow-through on the commitment they made at program entry and will give ECC/HANH data

to evaluate the program as it was intended. Extraordinary situations could include moves to be closer to work, medical care, or full-time school, or to care for sick or disabled family member and will be evaluated by an ECC/HANH-appointed committee.

Appendix 4

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

MOVING TO WORK SUFFICIENCY PROGRAM

RENT SIMPLIFICATION PROCEDURES FOR THE PUBLIC HOUSING PROGRAM

Public Housing Program Rent Simplification

ECC/HANH believes there is a better way to administer essential housing programs, one that encourages long-term self-sufficiency for both the program participants as well as the agency.

Rent Simplification: Equity & Efficiency

The proposed system rewards families who increase their incomes and provides them with more opportunities to save while easing ECC/HANH burden of administering these housing programs.

Everyone Should Contribute

ECC/HANH believes that every family should contribute towards their housing. Under Rent Simplification, the criteria under which a family can claim zero income and not pay any rent are not changed. What will change is the amount of time families will be permitted to request an interim adjustment. The minimum rent will remain at \$50.00 per month.

Fiscal Equity for ECC/HANH

Rent Simplification is forecast to be revenue-neutral. In other words, the implementation of Rent Simplification will not increase the amount of rental revenue to the ECC/HANH

Approvable Method

Rent Simplification allows all stakeholders to easily understand how tenant rents are determined, and armed with some basic income data, anticipate what future rents will be. This will allow families to easily plan for future expenses and savings.

Measurable Reduction in Administrative Time

By simplifying the rent determination and deduction procedures in Federal Public Housing, Rent Simplification makes the job of recertifying tenants significantly easier.

Transition to Avoid Hardships

ECC/HANH has devised a system that is not only revenue neutral for the organization but will not result in any undue hardship to our families. There will be a transition period of one year from the current income-based rent determination process to the new income tiered rent determination process. No family will have an increase in Total Tenant Payment (TTP) during the first year they are subject to the requirements of this Rent Simplification Policy. Please note that this hold harmless provision does not apply to increases in TTP that result from an increase in family annual income above the amount earned in the reporting period immediately preceding the family being subject to Rent Simplification. No family shall be subject to an increase in TTP of greater than \$25.00 a month during the second year that the family is subject to the Rent Simplification Policy. The increase in TTP during the third year the family is subject to Rent Simplification shall not exceed \$50; \$75 a month during the fourth year; and \$100 a month above the monthly TTP in the year immediately following the implementation of Rent Simplification

Asset Exclusion

Asset exclusion is raised to \$50,000.00. Increasing the asset exclusion amount allows residents to accumulate more assets before they are calculated as income. Families will self-certify that they do not have assets in excess of \$50,000.00.

Earned Income Disallowance (EID)

This benefit is embedded into the Rent Simplification rule so the provision of EID by definition of regulation, and annual tracking is eliminated for LIPH Participants. Families will not lose out on the benefit; however, ECC/HANH will help streamline staff responsibility by eliminating the requirement. The Federal Earned Income Disregard (EID) will continue to be implemented in the LIPH program for families who are required to report increase in wages or new job under the LIPH Rent Simplification Rules. The maximum amount of time a family can be enrolled in the Federal EID is 24 months with a start/stop clock of 48 months. At the beginning of the 12 months of 50% EID, an interim will not be conducted; the family will remain at the 100% until the scheduled bi/tri annual certification comes up. In many cases the 48-month window will not be used as most families will receive the Rent Simplification benefit throughout the life of the EID; for the most part eliminating the need to stop or re-start the EID clock.

When individuals are up for bi/tri certs, anyone who would have benefited from the EID will have the months checked off in Elite for tracking purposes, however, a reduction from 100% to 50% does not occur, therefore, a family will generally benefit from a minimum of 48 months of discounted wage increases at 100% EID.

Families on Bi-annual updates who would have an income increase at year two; benefiting from a full 2 years at 100% discounted Income, & Families on Tri-annual Updates who would have an income Increase at year three, benefiting from a full 3rd year of 100% discounted income.

It is still required that at time of Bi-annual or Tri annual cert: The specialist enters EID dates in Elite, dating back to the Start of when benefit would have started, as well as end date.

ECC/HANH staff will still utilize worksheet as needed to determine if a person qualified, in order to check off boxes in Elite for PIC submission purposes, however, annual tracking and tracking at time of interim change would be eliminated in efforts to streamline the interim and certification process, relieving staff of the additional burden and allowing families to benefit from the full extent of Rent Simplification as written. Tracking in Elite will only occur at time of bi/tri certifications.

Other Exclusions

All adoption assistance payments will be excluded from income calculations under Section 5.609(c) (8) (x11) as the \$480 dependent deduction is eliminated. All income earned by full-time college students will no longer be included in the determination since there will no longer be the \$480 dependent deduction to offset income.

Annualized Income Calculation

Prospective and past income may be used to calculate resident rents, especially for families with irregular or sporadic employment histories. For families with income of up to and including \$5,000.00 we will accept a self-certification. For families earning more than \$5,000.00 of wages and salaries we want pay stubs covering the most recent four weeks of employment or a W-2 or 1099 within 180 days of the effective date of recertification. We must complete EIV or other UIV as required by HUD.

Annual Reexaminations

Reexaminations are currently conducted every year for non-elderly households and every two year for elderly and disabled households. ECC/HANH spends on average three hours per annual reexamination. ECC/HANH must perform more than 3,200 LIPH reexaminations every year. This is inordinately time consuming and an exceedingly complex process. Under Rent Simplification, annual reexaminations will occur every two years for non-elderly households and every three years for elderly and disabled households. These changes will allow families who experience increases in income to retain all their increased earnings between annual reexaminations. CSSR requirements will be reviewed at time of bi-tri certification for families and individuals who are not exempt and required to complete the required 96 hours per year. Household members exempt from having to meet the CSSR will be required to certify exemption at time of bi-tri certification. This change relieves staff of the additional burden

of annual tracking and allowing families to benefit from the full extent of Rent Simplification as written. Tracking in Elite will only occur at time of bi/tri certifications

Effective FY15 (October 2014), ECC/HANH updated its definitions of elderly/disabled and work-able families. Under the policy change, an elderly/disabled family will be defined as one in which all adult members (excluding live-in attendants) are elderly and/or disabled. A work-able family will be one that doesn't meet the new elderly/disabled definition. Work-able households under the new definition will have reexaminations every two years (biennial schedule) and elderly/disabled households will have annual reexaminations every three years (triennial schedule).

ECC/HANH believes this new definition more closely matches the spirit of a "work-able" family since all work-able families would have at least one work-able adult. Under the prior definition, an elderly/disabled family only needed a head, co-head, or spouse to be elderly or disabled which led to some families with work-able adults being categorized as elderly/disabled. This change will also give ECC/HANH the ability to better track earnings and employment for work-able families; and the better population division will give ECC/HANH the flexibility to implement work-able specific rent policy changes in the future if it so chooses.

Deductions for Exceptional Expenses

Excess resources are dedicated to verifying deductions for child care, medical and disability allowances. Third party verifications of these amounts are difficult to accomplish and the agency more often than not relies upon second- and first-party verifications of these deductions. Obtaining verification data also places an undue burden on the resident. To simplify this process, ECC/HANH will eliminate standard deductions for these amounts for elderly, disabled and non-elderly households.

Households with exceptional expenses may request a rent reduction. This includes large families (with more than two (2) dependents). It also includes families with high medical expenses, disability assistance expenses, or childcare expenses.

The amount of expense is set in \$2,000.00 tiers. This allows ECC/HANH to move away from verifying every dollar. Tenants are not required to provide documentation of every dollar of expense; rather, tenants need only provide documentation sufficient to meet the appropriate tier.

The amount of monthly rent reduction is established at the mid-range of the tier.

Households with exceptional expenses will receive a direct reduction of the monthly rent. However, no tenant's rent will be reduced below a rent of \$50.00 as a result.

Tiered Amount of Expenses	Monthly Rent Reduction
\$ 2,000 - \$ 3,999	\$ 75 (equivalent to \$3,000 deduction)
\$ 4,000 - \$ 5,999	\$ 125 (equivalent to \$5,000 deduction)
\$ 6,000 +	Hardship Review

Changes in Family Composition

Residents are still required to get permission from the Housing Manager and the Director of Housing, Management to add anyone to a household and to report changes in family composition. A family's rent is

recalculated if the addition or subtraction of a household member results in an income change of \$200.00 per month or more, or that causes the family to move from one income tier to another. This increase in rent does not count as an interim reexamination.

Mandatory Interim Reexaminations Policy

Residents must request an interim reexamination if any of the following conditions occur:

Change in family composition that affects the voucher size or bedroom size.

The addition of a family member 18 years of age or older

Change in family composition that causes the family to move from one income tier to another with a higher rent schedule.

Addition of a live-in aid

Income increase following an interim rent reduction

If ECC/HANH grants an exceptional deduction for any family and there is a subsequent change then the family must report that change to ECC/HANH.

Optional Interim Reexaminations Policy

Residents have the option to request three (3) interim reexaminations during every twelve (12) month period.

Interims may be granted in the following instances:

Decrease in family income that is expected to last 90 days or more if it will result in a change in the family's income tier (exclude seasonal workers; see below)

Increase in Exceptional Expenses of at least \$2,000.00

Interim rents normally remain in place until the next scheduled reexamination. If a family experiences an increase in income it is not necessary for the family to report this increase in income until the next scheduled certification date, except when the increase occurs after an interim decrease has been processed.

Households receiving a requested interim rent reduction must report any subsequent income increase to ECC/HANH within thirty (30) days of occurrence. Failure to report the change within thirty (30) days results in retroactive rent changes, and depending on the severity of the circumstances, lease termination.

Rent Simplification Interims:

Rent Simplification in both LIPH and HCV will include a request to adjust rent during COVID19 and any similar pandemic or national, state, or local emergencies that affect a large number of families in the community. In order to prevent staff having to reprocess files when families go back to work during a time like this, ECC/HANH will create a letter which advises the families of decrease to their rent for 3 months, as a result of loss or decrease in income. At the end of the 3 months, the rent will be adjusted back to what it was before the decrease. Staff would process 2 actions, the decrease, and a second action (effective on the 1st day of the 4th month) which would be an increase back to previous amount. This way, families will not need to report the increase and staff can give 30-day notice of the potential increase change at the same time they are giving the decrease notice.

If families are not yet back to work or the change is permanent, they must report the change to ECC/HANH as soon as they are aware so that the second interim may be cancelled or adjusted. This change does not cancel or supersede the current interim change rule where families are not required to report a new income or increase in income if the previous decrease was associated with an annual certification. In other words, Interim rents normally remain in place until the next scheduled reexamination. If a family experiences an increase in income it is not necessary for the family to report this increase in income until the next scheduled certification date, except when the increase occurs after an interim decrease has been processed.

Seasonal workers who are employed for a period of time less than 12 months annually will have their rent calculated over a 12-month period using the 9 or 10 months of income earned. During the months the worker is

not actively working, the family will not be able to request a rent reduction as the rent has already been adjusted over a 12-month period.

Permanent loss of income (i.e., death of an income earner) results in a permanent, rather than interim, rent reduction. This decrease in rent does not count as an interim reexamination. Under this circumstance, the family is not required to report a subsequent increase in income until the next scheduled certification.

Verification of Annual Income from Wages and Salaries and Assets

To reduce the administrative burden associated with the verification of income ECC/HANH has amended its Admission and Continued Occupancy (ACOP) to specify that:

For earnings from wages and salaries where Annual Income for the prior period of up to and including \$5,000.00, self-certification from family is all that shall be required as verification of income.

For earnings from and salaries of more than \$5,000.00 the most recent pay stubs for recent 4 weeks of employment, or W-2 or 1099 within 180 days of the anniversary date shall be required in addition to the self-certification, but only to the extent that verification of Annual Income is not available from a third party source of Upfront Income Verification.

Self-certification of all sources of Annual Income shall be required in all cases.

For families with total assets of \$50,000.00 or less a self-certification of said assets shall be required.

Income Tiered Rents Calculated within \$1,000 Bands

Rents are based on \$1,000.00 income bands starting at \$2,500.00. Using a band-based rent schedule allows the ECC/HANH and residents to move away from verifying every dollar earned and deducted. (See Exhibit A)

At January 31, 2007, both the median and mode percentage of Total Tenant Payment (TTP) to annual income is 28.5 percent. That is, most families pay 28.5 percent of their family income (before utility allowance) as rent. Fifty-two (52) percent of households pay 28 percent or more of annual income for TTP; six percent pay less than 10 percent; 13 percent pay between 10 and 20 percent; and 26 percent pay between 20 and 27 percent of income as TTP.

Rent will be set at 28.50 percent of income for income tiers of \$1000.00 starting at \$2,500.00. The rent will be calculated at the lower end of each tier. For example, for the \$2,500.00 to \$3,499.00 tier, the rent will be calculated at 28.50 percent of \$2,500.00. Families with incomes below \$2,500.00 will be charged the minimum rent. Families will be permitted to apply for a hardship if verifiable proof is provided that their total expenses exceed \$2,000.00

Minimum Rents and Flat Rents

Families with annual income below \$2,500.00 will pay a minimum rent of \$50.00. In no event shall any family pay less than 25 percent of its Annual Income for TTP.

All residents at a rent of \$50.00, except for the elderly and persons with disabilities, are referred to the Family Self Sufficiency (FSS) Program for job or benefit counseling. Families may still choose the existing Flat Rent option for public housing. The Flat Rent option certification form will only be signed at time of bi-tri certification; however, families will have the opportunity to switch to the Flat rent once a year. Annual notice will go out to families, but signature will not be required except for at time of scheduled bi/tri certification. This change is in line with efforts to streamline the certification process; relieving staff of the additional burden and allowing families to benefit from the full extent of Rent Simplification as written.

Zero Income Households

Families with Annual Income below \$2,500 annually shall pay the minimum rent of \$50.00 per month.

All families placed on minimum rent except for elderly and disabled families will be referred to the Family Self Sufficiency Program.

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long-term hardship exemption from the minimum rent requirements.

All families placed on minimum rent must be informed in writing of the procedures for applying for a hardship exemption from the Minimum Rent Requirement and the ability to have minimum rent waived. All families who apply for such hardship exemption, except for elderly persons and persons with disabilities, will be referred to the Family Self Sufficiency Program in order to assist the family in moving towards self-sufficiency. ECC/HANH will notify all families of their right to request a hardship exemption from the minimum rent requirements. Residents will be notified of their right to request a hardship exemption through the Application for Exemption from Minimum Rent, a copy of which will be provided to tenants at lease-up and at each recertification appointment and mailed to residents at each interim recertification. The policy and procedures for requesting such hardship exemption will also be included in tenant rent change notifications, the form lease agreement and all form documents related to the exemption process.

Criteria for Hardship Exemption from Minimum Rent Requirement

A family is automatically exempt from the minimum rent requirements for a 90-day period when the family's circumstances fall into any one of the following criteria:

When a family has lost eligibility or is awaiting eligibility determination from a Federal, State, or local assistance program.

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

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

When a death in the family has occurred; or

Other circumstances determined by ECC/HANH to be reasons to waive the minimum rent requirement (collectively, the "Criteria for Minimum Rent Exemption").

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long-term hardship exemption from the minimum rent requirement.

A temporary hardship exemption exists when none of the above criteria is expected to last for more than 90 days.

A long-term hardship exemption exists when at least one of the above criteria is expected to last for more than 90 days.

A family may only receive one hardship exemption from the minimum rent requirement during a twelve-month period, unless a tenant is elderly, disabled, or is enrolled in ECC/HANH's Family Self Sufficiency Program. The minimum rent requirement may be waived more than once during a twelve-month period if at least one adult member of the household enrolls in the Family Self Sufficiency Program (the "FSS Program"). Elderly and disabled families are not required to enroll in the FSS Program.

Once the Authority identifies a resident's need for a hardship exemption from the minimum rent requirement or the family requests such exemption, the minimum rent shall be suspended immediately for a period of 90 days.

5. Hardship Review Committee

All "Applications for Exemption from Minimum Rent" shall be forwarded to the Hardship Review Committee.

The Hardship Review Committee shall consist of the Executive Director or his/her designee, the Chief Operations Officer or his/her designee, the Service Center Director or his/her designee, and the Assistant Executive Director of Community and Economic Development or his/her designee. At the family's option, the Hardship Review Committee may include one (1) resident of ECC/HANH who is in good standing.

The Application for Exemption from Minimum Rent shall originate from the family or from an ECC/HANH employee whenever evidence exists that the family falls into any one of the Criteria for Minimum Rent Exemption.

When a resident submits an application or a ECC/HANH employee submits an application on behalf of a resident, ECC/HANH will suspend the minimum rent requirement commencing on the first of the month following the date of the application for a period of 90 days.

The resident cannot be evicted for nonpayment of minimum rent while resident's Application for Exemption from Minimum Rent is pending or during the 90-day period of suspension, whichever is longer.

The Hardship Review Committee shall send a letter to all resident families who have applied for hardship exemption from minimum rent stating:

that ECC/HANH has received an Application for Exemption from Minimum Rent,

that ECC/HANH will suspend the minimum rent requirement for 90 days effective as of the first of the next month and the effective dates of the 90-day suspension,

that there can be no eviction for non-payment of rent during the suspension period.

the date for a meeting with the resident to discuss the hardship exemption request, giving the resident family at least ten days advance notice of such meeting and informing the resident that he or she may have one opportunity to reschedule the meeting; and

that, except for elderly and disabled families, the resident family has been referred to the FSS program and will not be able to receive a hardship exemption in excess of 90 days without enrolling in the program.

The Hardship Review Committee will review the circumstances surrounding the request and determine if the request is temporary, long term or nonexistent.

If the Committee determines that ***the hardship is of a temporary nature (the hardship is expected to last less than 90 days)***, at the end of the 90-day period, the resident's rent will be reinstated to the minimum rent retroactively to the initial date of suspension. The resident will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

If the Committee determines that the ***hardship is of a long-term nature (the hardship is expected to last more than 90 days)***, the tenant shall be exempt from the minimum rent requirement from the first of the month following the date of the application for exemption from the minimum rent until such time that the hardship no longer exists. ECC/HANH may deny a resident a long-term exemption from the minimum rent requirement if the resident fails to attend the scheduled meeting with the Hardship Review Committee. ECC/HANH will provide each resident one opportunity to reschedule the meeting. If the resident fails to attend the scheduled meetings, ECC/HANH may deny the long-term exemption from the minimum rent requirement. The letter scheduling the meeting shall inform residents that persons with disabilities are entitled to reasonable accommodation about this requirement.

Except for Elderly or Disabled families, no tenant shall be exempt from the minimum rent requirement for more than 90 days during a one year period unless at least one member of the family who is 18 years of age or older enrolls and actively participates in ECC/HANH's FSS Program for job or benefit counseling. Such family member(s) shall enroll in the FSS Program within 30 days from the date of the Application for Exemption from Minimum Rent.

If the ***hardship is determined to be non-existent***, the resident will be responsible for paying rent to ECC/HANH for any rent that was suspended while tenant's Application for Exemption from Minimum Rent was pending. The minimum rent shall be re-instated retroactively to the initial date of the suspension. The resident will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

Upon completion of the review process, the Hardship Review Committee shall render a written recommendation to the Executive Director, who shall then adopt or reject the recommendation and shall issue a written decision that states as follows:

If the hardship exemption is determined to be temporary:

that a temporary hardship exemption was granted.

the effective dates of the exemption.

the basis for the decision to grant a temporary hardship exemption, including that a long-term exemption was denied and the reason that such long-term exemption was denied; and

that the resident has a right to enter into a reasonable repayment agreement with ECC/HANH for the minimum rent that was suspended and is now owing to ECC/HANH.

If the hardship exemption is determined to be long-term:

that a long-term hardship exemption was granted.

whether the long-term exemption is permanent or subject to periodic review and, if subject to periodic review, when such review will take place.

that all non-elderly, non-disabled residents are required to comply with FSS requirements as a condition of the receipt of a long-term exemption; and

that the resident must notify ECC/HANH within 10 days if the hardship ceases to exist because the resident has obtained a source of income sufficient to pay (at least) the minimum rent.

Minimum Rent Hardship during COVID19 and any similar pandemic or national, state or local emergencies that affect a large number of families in the community:

The three month hardship time-frame will be increased to four months during COVID19 and any similar pandemic or national, state or local emergencies that affect a large number of families in the community. Additionally, families who fall under the hardship repayment requirement will not be required to repay hardship. Referrals to FSS are not required as a result of this type of decrease.

If the hardship is determined to be non-existent:

that a hardship exemption was denied;

the reason for such determination; and

the terms and conditions on which the resident family must pay back the minimum rent that was suspended and is now owing to ECC/HANH.

All letters concerning Hardship Review Committee determinations shall state that any resident who disagrees with the decision may request a grievance in accordance with ECC/HANH's grievance procedures, a copy of which will be included with the written decision. In cases where a grievance is sought, no action shall be taken by ECC/HANH until the grievance process is completed.

Mixed Families

For mixed families, where some households include members with citizenship or eligible immigration status as well as those without, rents are calculated using the simplification model; subsidy is then prorated using current methods.

Fraud Prevention

After two or more instances of job loss or income drop within ninety (90) days of a scheduled reexamination (based on current and prior reexamination history), ECC/HANH sets a rent based on the past year's W-2 or other information available for income verification. Households are advised that this is a potential fraud issue and that they have the right to grieve through the normal process to more fully explain the reasons for the pattern of income loss. ECC/HANH will set the rent after the Conference Panel review.

Households with two or more instances of job loss or income drop within ninety (90) days of a scheduled certification do not have access to the Hardship Review Committee.

Rent Simplification Implementation - Public Housing

Residents will receive notice of the new policy on July 1, 2007 and the policy will take effect on January 1, 2008 for all reexaminations with an anniversary effective date on or after January 1, 2008 and for all new lease-ups and residents requesting interim reexaminations after January 1, 2008.

A staggered approach is used to integrate the two-year and three-year reexamination cycles. Initially in fiscal year 2008, all families will be re-examined during the first year.

In the second year of the program (2009), two thirds of the elderly/disabled families will be re-examined and one half of the non-elderly/non-disabled families.

In the third year of the program (2010), one third on the elderly/disabled families will be re-examined and one-half of the remaining non-elderly/non-disabled families.

Rent Simplification is expected to be fully implemented by December 31, 2010.

**Low Income Public Housing (LIPH) Program
Rent Simplification Rent Tier Schedule**

Rent Tier						
Income Range						
\$0	\$2,499	\$50		\$36,500	\$37,499	\$867
\$2,500	\$3,499	\$59		\$37,500	\$38,499	\$891
\$3,500	\$4,499	\$83		\$38,500	\$39,499	\$914
\$4,500	\$5,499	\$107		\$39,500	\$40,499	\$938
\$5,500	\$6,499	\$131		\$40,500	\$41,499	\$962
\$6,500	\$7,499	\$154		\$41,500	\$42,499	\$986
\$7,500	\$8,499	\$178		\$42,500	\$43,499	\$1,009
\$8,500	\$9,499	\$202		\$43,500	\$44,499	\$1,033
\$9,500	\$10,499	\$226		\$44,500	\$45,499	\$1,057
\$10,500	\$11,499	\$249		\$45,500	\$46,499	\$1,081
\$11,500	\$12,499	\$273		\$46,500	\$47,499	\$1,104
\$12,500	\$13,499	\$297		\$47,500	\$48,499	\$1,128
\$13,500	\$14,499	\$321		\$48,500	\$49,449	\$1,152
\$14,500	\$15,499	\$344		\$49,500	Above	\$1,176
\$15,500	\$16,499	\$368				
\$16,500	\$17,499	\$392				
\$17,500	\$18,499	\$416				
\$18,500	\$19,499	\$439				
\$19,500	\$20,499	\$463				
\$20,500	\$21,499	\$487				
\$21,500	\$22,499	\$511				
\$22,500	\$23,499	\$534				
\$23,500	\$24,499	\$558				
\$24,500	\$25,499	\$582				
\$25,500	\$26,499	\$606				
\$26,500	\$27,499	\$629				
\$27,500	\$28,499	\$653				
\$28,500	\$29,499	\$677				
\$29,500	\$30,499	\$701				
\$30,500	\$31,499	\$724				

\$31,500	\$32,499	\$748				
\$32,500	\$33,499	\$772				
\$33,500	\$34,499	\$796				
\$34,500	\$35,499	\$819				
\$35,500	\$36,499	\$843				

Hardship Waiver Policy and Guidelines

Families with Annual Income below \$2,500 annually shall pay the minimum rent of \$50.00 per month.

All families placed on minimum rent with the exception of elderly and disabled families will be referred to the Family Self Sufficiency Program.

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long-term hardship exemption from the minimum rent requirements.

All families placed on minimum rent must be informed in writing of the procedures for applying for a hardship exemption from the Minimum Rent Requirement and the ability to have minimum rent waived.

All families who apply for such hardship exemption, with the exception of elderly persons and persons with disabilities, will be referred to the Family Self Sufficiency Program in order to assist the family in moving towards self-sufficiency.

ECC/HANH will notify all families of their right to request a hardship exemption from the minimum rent requirements and in accordance with the provisions set forth herein. Residents will be notified of their right to request a hardship exemption through the Application for Exemption from Minimum Rent, a copy of which will be provided to tenants at lease-up and at each recertification appointment and mailed to residents at each interim recertification. The policy and procedures for requesting such hardship exemption will also be included in tenant rent change notifications, the form lease agreement and all form documents related to the exemption process.

1. Criteria for Hardship Exemption from Minimum Rent Requirement

A family is automatically exempt from the minimum rent requirements for a 90-day period when the family's circumstances fall into any one of the following criteria:

When a family has lost eligibility or is awaiting eligibility determination from a Federal, State or local assistance program;

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

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

When a death in the family has occurred; or

Other circumstances determined by ECC/HANH to be reasons to waive the minimum rent requirement (collectively, the "Criteria for Minimum Rent Exemption").

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long-term hardship exemption from the minimum rent requirement.

A temporary hardship exemption exists when none of the above criteria is expected to last for more than 90 days.

A long-term hardship exemption exists when at least one of the above criteria is expected to last for more than 90 days.

A family may only receive one hardship exemption from the minimum rent requirement during a twelve-month period, unless a tenant is elderly, disabled, or is enrolled in ECC/HANH's Family Self Sufficiency Program. The minimum rent requirement may be waived more than once during a twelve-month period if at least one adult

member of the household enrolls in the Family Self Sufficiency Program (the "FSS Program"). Elderly and disabled families are not required to enroll in the FSS Program.

Once the Authority identifies a resident's need for a hardship exemption from the minimum rent requirement or the family requests such exemption, the minimum rent shall be suspended immediately for a period of 90 days.

2. Initiation of Hardship Exemption Review

An Application for Exemption from Minimum Rent may originate from either an ECC/HANH employee or the resident family.

ECC/HANH employees must complete and submit an Application for Exemption from Minimum Rent on behalf of a resident family whenever any evidence exists that the family falls into any one of the Criteria for Minimum Rent Exemption (as set forth above).

A resident family also has the right to request a hardship exemption from minimum rent. Such request must be in writing and must state the family circumstances that qualify the family for a hardship exemption.

3. Notification of the Right to a Hardship Exemption

ECC/HANH will notify all families of the ability to receive a hardship exemption from minimum rent and the procedures for applying for such a hardship exemption in the Application for Exemption from Minimum Rent, a copy of which will be provided to residents at lease up and at each recertification appointment or mailed to residents for interim recertifications.

ECC/HANH will also notify all families in writing of the ability to receive a hardship exemption from minimum rent and the procedures for applying for such a hardship exemption in the following documents: resident rent change notifications when monthly rent is set at the minimum rent, the form lease agreement and all form documents related to the hardship exemption process.

ECC/HANH will also notify all families in all of the above documents that all families that are exempt from the minimum rent requirement will be referred to the Family Self Sufficiency (FSS) Program in order to assist the family in moving toward self-sufficiency. Elderly and disabled families are not required to participate in the FSS program.

4. Hardship Review Committee

All "Applications for Exemption from Minimum Rent" shall be forwarded to the Hardship Review Committee.

The Hardship Review Committee shall consist of the Executive Director or his/her designee, the Chief Operations Officer or his/her designee, the Service Center Director or his/her designee, and the Assistant Executive Director of Community and Economic Development or his/her designee. At the family's option, the Hardship Review Committee may include one (1) resident of ECC/HANH who is in good standing.

The Application for Exemption from Minimum Rent shall originate from the family or from an ECC/HANH employee whenever evidence exists that the family falls into any one of the Criteria for Minimum Rent Exemption.

When a resident submits an application or a ECC/HANH employee submits an application on behalf of a resident, ECC/HANH will suspend the minimum rent requirement commencing on the first of the month following the date of the application for a period of 90 days.

The resident cannot be evicted for nonpayment of minimum rent while resident's Application for Exemption from Minimum Rent is pending or during the 90 day period of suspension, whichever is longer.

The Hardship Review Committee shall send a letter to all resident families who have applied for hardship exemption from minimum rent stating:

that ECC/HANH has received an Application for Exemption from Minimum Rent,

that ECC/HANH will suspend the minimum rent requirement for 90 days effective as of the first of the next month and the effective dates of the 90 day suspension,

that there can be no eviction for non-payment of rent during the suspension period;

the date for a meeting with the resident to discuss the hardship exemption request, giving the resident family at least ten days advance notice of such meeting and informing the resident that he or she may have one opportunity to reschedule the meeting; and

that, with the exception of elderly and disabled families, the resident family has been referred to the FSS program and will not be able to receive a hardship exemption in excess of 90 days without enrolling in the program.

The Hardship Review Committee will review the circumstances surrounding the request and determine if the request is temporary, long term or nonexistent.

If the Committee determines that ***the hardship is of a temporary nature (the hardship is expected to last less than 90 days)***, at the end of the 90-day period, the resident's rent will be reinstated to the minimum rent retroactively to the initial date of suspension. The resident will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

If the Committee determines that the ***hardship is of a long-term nature (the hardship is expected to last more than 90 days)***, the tenant shall be exempt from the minimum rent requirement from the first of the month following the date of the application for exemption from the minimum rent until such time that the hardship no longer exists. ECC/HANH may deny a resident a long-term exemption from the minimum rent requirement, if the resident fails to attend the scheduled meeting with the Hardship Review Committee. ECC/HANH will provide each resident one opportunity to reschedule the meeting. If the resident fails to attend the scheduled meetings, ECC/HANH may deny the long-term exemption from the minimum rent requirement. The letter scheduling the meeting shall inform residents that persons with disabilities are entitled to reasonable accommodation with regard to this requirement.

Except for Elderly or Disabled families, no tenant shall be exempt from the minimum rent requirement for more than 90 days during a one year period unless at least one member of the family who is 18 years of age or older enrolls and actively participates in ECC/HANH's FSS Program for job or benefit counseling. Such family member(s) shall enroll in the FSS Program within 30 days from the date of the Application for Exemption from Minimum Rent.

If the ***hardship is determined to be non-existent***, the resident will be responsible for paying rent to ECC/HANH for any rent that was suspended while tenant's Application for Exemption from Minimum Rent was pending. The minimum rent shall be re-instated retroactively to the initial date of the suspension. The resident will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

Upon completion of the review process, the Hardship Review Committee shall render a written recommendation to the Executive Director, who shall then adopt or reject the recommendation and shall issue a written decision that states as follows:

If the hardship exemption is determined to be temporary:

That a temporary hardship exemption was granted;

the effective dates of the exemption;

the basis for the decision to grant a temporary hardship exemption, including that a long-term exemption was denied and the reason that such long-term exemption was denied; and

that the resident has a right to enter into a reasonable repayment agreement with ECC/HANH for the minimum rent that was suspended and is now owing to ECC/HANH.

If the hardship exemption is determined to be long-term:

that a long-term hardship exemption was granted;

whether the long-term exemption is permanent or subject to periodic review and, if subject to periodic review, when such review will take place;

that all non-elderly, non-disabled residents are required to comply with FSS requirements as a condition of the receipt of a long-term exemption; and

that the resident must notify ECC/HANH within 10 days if the hardship ceases to exist because the resident has obtained a source of income sufficient to pay (at least) the minimum rent.

If the hardship is determined to be non-existent:

that a hardship exemption was denied;

the reason for such determination; and

the terms and conditions on which the resident family must pay back the minimum rent that was suspended and is now owing to ECC/HANH.

All letters concerning Hardship Review Committee determinations shall state that any resident who disagrees with the decision may request a grievance in accordance with ECC/HANH's grievance procedures, a copy of which will be included with the written decision. In cases where a grievance is sought, no action shall be taken by ECC/HANH until the grievance process is completed.

7. Termination of Long-Term Exemptions

ECC/HANH may conduct periodic reviews of all long-term hardship exemptions to determine if the hardship continues to exist and, for non-elderly and non-disabled residents, whether the resident is complying with FSS requirements.

If ECC/HANH determines that a family is no longer eligible for a long-term hardship exemption (because the hardship no longer exists or the non-elderly/non-disabled tenant has not complied with FSS requirements), ECC/HANH shall notify the family of the proposed termination of the long-term hardship exemption, the effective date of the proposed termination, and the reason for such proposed termination. This letter shall be delivered to the resident by first class mail no later than thirty (30) days prior to the effective date of the proposed termination. Any resident who disagrees with the proposed termination may request a grievance in accordance with ECC/HANH's grievance procedures, a copy of which will be included in the notice of termination. In cases where an appeal is sought, no action shall be taken by ECC/HANH until the grievance process is completed. The Executive Director may waive any or all of these requirements in cases where he/she determines that the hardship conditions are likely to be permanent.

PUBLIC HOUSING RENT SIMPLIFICATION SUMMARY
EXCEPTIONS TO LIPH REGULATIONS

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
Annual Income	24 CFR Part 5.609(a)(4)) 5.609(c)(8)(x11)	Any income derived from an asset to which any member of the family has access Adoption assistance payments for any child in excess of \$480.00 received.	Excludes asset from the determination of annual income to the extent the amount does not exceed \$50,000. All income earned by fulltime student will be excluded who is over 18. Students who are HOH or spouse are not excluded. All income earned by a family from adoption assistance will be excluded.
Income Exclusion for Person Enrolled in FSS Program	24 CFR Part 5.609(b)(1)	Incremental earnings and benefits resulting in any family member from participation in a qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.	Exclude 100 percent of any incremental earnings from wages or salaries earned by any family member during the first year of FSS program participation, 75% in 2 nd year, 50% in 3 rd year, 25% in 4 th year and 0% in 5 th year, as long as the household is enrolled in the FSS Program. This will not exceed 5 years. A family's eligibility to receive this optional income disallowance is limited to a total of 48 months. In addition, for families that qualify and receive the federal EID, the total number of months that a family may receive the optional income disallowance provided for under this subparagraph and under the Federal Earned Income Disregard (EID) may not exceed 48 months. In no event shall the family receive the exclusion provided for under this subparagraph during the same period said family member is receiving the federal EID as set forth in 24 CFR Part 5.617. Additionally, the current exclusion covering incremental earnings of any family participating in a state or local program will be expanded to include any qualifying federal program, whether or not the member is enrolled in the FSS program

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
Business Income for Resident Owned Businesses	24 CFR Part 5.609(b)(2)	The net income from the operation of a business or profession is included in determining annual income.	Exclude 100 Percent of any net income derived from the operation of a businesses; provided the business qualifies as a resident owned business under 24 CFR Part 963.5. During the first year of enrollment in FSS program 100 percent; 75 percent in the second year; 50 percent in the third year; 25 percent in the fourth year; 0 percent exclusion thereafter.
Earned Income Disallowance	24 CFR Part 960.255	Incremental income earned by a family member, provided the increase in income is the result (1) of employment of a family member was previously unemployed for one or more years prior to employment; (2) increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or (3) result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families	The Federal EID benefit is embedded into the Rent Simplification rule so the provision of EID by definition of regulation, and annual tracking is eliminated for LIPH Participants. Families will not lose out on the benefit, however, ECC/HANH will help streamline staff responsibility by eliminating the requirement. The Federal Earned Income Disregard (EID) will continue to be implemented in the LIPH program for families who are required to report increase in wages or new job under the LIPH Rent Simplification Rules. The maximum amount of time a family can be enrolled in the Federal EID is 24 months with a start/stop clock of 48 months. At the beginning of the 12 months of 50% EID, an interim will not be conducted; the family will remain at the 100% until the scheduled bi/tri annual certification comes up. Families who do already receive the benefit of no increase in rent with higher wages under the Rent Simplification rule will be tracked in Elite under EID at time of Bi-Tri annual certifications.
Mandatory Deductions	24 CFR Part 5.611	(1) \$480 for each dependent; (2) \$400 for any elderly family or disabled family; (3) The sum of the following to the extent the sum exceeds three percent of annual income: (i) Un-reimbursed medical expenses of any elderly family or disabled family; and (ii) reimbursed reasonable attendant	Eliminate the outlined mandatory deductions under this part. These deductions will be considered as Exceptional Expense Deductions

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
		<p>care and auxiliary apparatus expenses for each member of the family who is a person with disabilities</p> <p>(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.</p>	
Additional (Exception) Expenses Deductions	24 CFR 5.611	A PHA may adopt additional deductions from annual income. ECC/HANH had none	Families with verifiable deductions in excess of \$2,000 will be allowed to request that these additional expenses be used in determining TTP. These verifiable deductions must exceed \$2,000 and shall be the sum of (1) Mandatory Deductions determined in accordance with Section 5.611 (2), plus non-reimbursed utility expenses (except telephone and cable)
Total Tenant Payment	24 CFR 5.628	<p>(a) Determining total tenant payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:</p> <p>(1) 30 percent of the family's monthly adjusted income;</p> <p>(2) 10 percent of the family's monthly income;</p> <p>(3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or</p>	The Total Tenant Payment (TTP) will be based upon (1) income-tiered TTP structure or the minimum TTP \$50 for a family with income of up to \$2,500 annually.

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
		(4) The minimum rent, as determined in accordance with Sec. 5.630.	
Hardship Provision for Exceptional Expenses	24 CFR 5.611(2))	A PHA may adopt additional deductions from annual income. The PHA must establish a written policy for such deductions.	A family may be exempt from minimum rent as follows; When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a member who is a non-citizen When the family would be evicted because it is unable to pay the minimum rent When the income of the family has decreased because of changed circumstances, including loss of employment. Family whose shelter expenses, plus un-reimbursed medical, childcare and disability expenses exceed 40 percent of annual income or whose medical, childcare or disability expenses of \$6,000 or more annually may seek a deduction in rent for exceptional expenses.
Minimum Rent	24 CFR 5.630	A family may be exempt from minimum rent of \$50.00 as follows: (i) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen; (ii) When the family would be evicted because it is unable to pay the minimum rent; (iii) When the income of the family has decreased because of changed circumstances; (iv) a death has occurred in the family's household; (v) any other circumstances to be considered by the PHA to be reason to waive the minimum rent requirement.	A family may only receive one hardship exemption from the minimum rent requirement during a twelve-month period, unless a tenant is elderly, disabled, or is enrolled in ECC/HANH's Family Self Sufficiency Program. The minimum rent requirement may be waived more than once during a twelve-month period if at least one adult member of the household enrolls in the Family Self Sufficiency Program (the "FSS Program"). Elderly and disabled families are not required to enroll in the FSS Program.
Utility Allowances and Reimbursements	24 CFR 5.632(a) and (b)	Tenant Paid Utilities to be deducted from TTP to determine tenant rent.	No. Change. ECC/HANH will pay all utilities except for electricity at Westville Manor, Fairmont Heights, McConaughy Terrace and all Scattered Site properties.

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
Annual Reexamination of Income and Family Composition	24 CFR 960 Part 257	Reexamination of income must occur every year, except every two years for elderly or disabled households.	Reexamination of income will occur every three years for Elderly and Disabled families and every two years for all other families. Annual update of changes in family composition for persons 18 years of age and older that are added or subtracted from the family. ECC/HANH will do UIV and submit a 50058 annually. Additionally, the Community Service requirement will be reviewed annually for all household members who are not disabled, working less than 20 hours per week or enrolled in classes under the FSS program.
Interim Reexamination	24 CFR 960 Part 257	A family may request an interim reexamination of family income because of any changes since the last examination. The owner must make the interim reexamination within a reasonable time after the family request. Currently, family must report any change in income that amounts to \$200 or more a month.	A family can request only three interim re-examinations each 12 months with the exceptions of those conditions where they are required to report certain changes in family composition or certain changes in family income. A family, except for elderly or disabled or a family enrolled in FSS may make one request for an interim for a hardship exemption each 12 months.
Verification of Wages, Salaries and Assets below \$5,000 and Assets below \$50,000	24 CFR 5.659	The owner must obtain and document in the family's file third party verification of the following factors, or must document in the file why third party verification was not available : (1) Reported family annual income; (2) The value of assets; (3) Expenses related to deductions from annual income; and (4) Other factors that affect the determination of adjusted income.	Only a self-certification will be required for income up to and including \$5,000.00. For income above \$5,000.00 two most recent pay stubs or a W-2 or 1099 dated within 90 days of effective date of re-examination. ECC/HANH will continue to conduct EIV or UIV. Asset exclusion is raised to \$50,000.00 and only self-certification will be required.
Determination of Tenant Total Payment (TTP)	24 CFR 5.628	a) Determining total tenant payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar: (1) 30 percent of the family's monthly adjusted income; (2) 10 percent of the family's monthly income; (3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such	TTP based upon income-tiered approach. No family shall be subject to an increase in TTP of greater than \$25.00 a month during the second year that the family is subject to the Rent Simplification Policy. The increase in TTP during the third year the family is subject to Rent Simplification shall not exceed more than \$50 during the third year; \$75 a month during the fourth year; and \$100 a month above the monthly TTP in the year immediately preceding the

Topic	Regulatory Provision	Current Policy	Alternative MTW Policy for Public Housing Program
		agency to meet the family's housing costs, the portion of those payments which is so designated; or (4) The minimum rent	implementation of Rent Simplification. The families TTP after the fifth year shall be whatever amount is determined under Rent Simplification. These limitations on rent increase shall only apply to increases in TTP that result from the imposition of Rent Simplification and not for increases that result from changes in family composition or changes in family income.

Appendix 5

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

MOVING TO WORK SUFFICIENCY PROGRAM

RENT SIMPLIFICATION PROCEDURES FOR THE SECTION 8 MTW VOUCHER PROGRAM

Housing Choice Voucher Program Rent Simplification

ECC/HANH believes there is a better way to administer essential housing programs, one that encourages long-term self-sufficiency for both the program participants as well as the agency.

The Rent Simplification policies apply only to the Housing Choice Voucher (HCV) Program included under the agency's MTW Program. The Moderate Rehabilitation Program, Mainstream for Elderly, Welfare to Work VASH, RAD, and Enhanced Vouchers are not covered by this policy.

Rent Simplification: Equity & Efficiency

The proposed system rewards families who increase their incomes and provides them with more opportunities to save while easing ECC/HANH's burden of administering these housing programs.

Everyone Should Contribute

ECC/HANH believes that every family should contribute towards their housing. Under Rent Simplification, the criteria under which a family can claim zero income and not pay any rent are not changed. What will change is the amount of time families will be permitted to request an interim adjustment. The minimum rent will be increased from \$25.00 per month to \$50.00 per month for the HCV Program.

Fiscal Equity for ECC/HANH

Rent Simplification is forecast to be revenue-neutral. In other words, the implementation of Rent Simplification will not increase the amount of rental revenue to the ECC/HANH.

Approvable Method

Rent Simplification allows all stakeholders to easily understand how tenant rents are determined, and armed with some basic income data, anticipate what future rents will be. This will allow families to easily plan for future expenses and savings.

Measurable Reduction in Administrative Time

By simplifying the rent determination and deduction procedures in Federal Public Housing, Rent Simplification makes the job of recertifying tenants significantly easier.

Transition to Avoid Hardships

ECC/HANH has devised a system that is not only revenue neutral for the organization, but will not result in any undue hardship to our families. There will be a transition period of one year from the current income based rent determination process to the new income tiered rent determination process. No family will have an increase in Total Tenant Payment (TTP) during the first year they are subject to the requirements of this Rent Simplification Policy.

Please note that this hold harmless provision does not apply to increases in TTP that result from an increase in family annual income above the amount earned in the reporting period immediately preceding the family being subject to Rent Simplification. No family shall be subject to an increase in TTP of greater than \$25.00 a month during the second year that the family is subject to the Rent Simplification Policy. The increase in TTP during the third year the family is subject to Rent Simplification shall not exceed \$50; \$75 a month during the fourth year; and \$100 a month above the monthly TTP in the year immediately following the implementation of Rent Simplification.

Asset Exclusion

Asset exclusion is raised to \$50,000.00. Increasing the asset exclusion amount allows residents to accumulate more assets before they are calculated as income. Families will self-certify that they do not have assets in excess of \$50,000.00.

Earned Income Disallowance

The **Earned Income Disallowance (EID) under Sec. 5.617** for all HCV participants EID is eliminated.

Other Exclusions

All adoption assistance payments will be excluded from income calculations under Section 5.609(c) (8) (v) as the \$480 dependent deduction is eliminated. All income earned by full-time college students will no longer be included in the determination since there will no longer be the \$480 dependent deduction to offset income.

Annualized Income Calculation

Prospective and past income may be used to calculate resident rents, especially for families with irregular or sporadic employment histories. For families with income of up to and including \$5,000.00 we will accept a self-certification. For families earning more than \$5,000.00 of wages and salaries we want pay stubs covering the most recent four weeks of employment or a W-2 or 1099 within 180 days of the effective date of recertification. We must complete EIV or other UIV as required by HUD.

Annual Reexaminations

Reexaminations are currently conducted every year for non-elderly households and every two year for elderly and disabled households. ECC/HANH spends on average three hours per annual reexamination. Under Rent Simplification, annual reexaminations will occur every two years for non-elderly households and every three years for elderly and disabled households. These changes will allow families who experience increases in income to retain all of their increased earnings between annual reexaminations. During the first year all families will be recertified. This process will be phased in over a three-year period.

Effective FY15 (October 2014), ECC/HANH updated its definitions of elderly/disabled and work-able families. Under the policy change, an elderly/disabled family will be defined as one in which all adult members (excluding live-in attendants) are elderly and/or disabled. A work-able family will be one that doesn't meet the new elderly/disabled definition. Work-able households under the new definition will have reexaminations every two years (biennial schedule) and elderly/disabled households will have annual reexaminations every three years (triennial schedule). ECC/HANH believes this new definition more closely matches the spirit of a "work-able" family since all work-able families would have at least one work-able adult. Under the prior definition, an elderly/disabled family only needed a head, co-head, or spouse to be elderly or disabled which led to some families with work-able adults being categories as elderly/disabled. This change will also give ECC/HANH the ability to better track earnings and employment for work-able families; and the better population division will give ECC/HANH the flexibility to implement work-able specific rent policy changes in the future if it so chooses.

Deductions for Exceptional Expenses

Excess resources are dedicated to verifying deductions for child care, medical and disability allowances. Third party verifications of these amounts are difficult to accomplish and the agency more often than not relies upon second and first party verifications of these deductions. Obtaining verification data also places an undue burden on the resident. To simplify this process, ECC/HANH will eliminate standard deductions for these amounts for elderly, disabled and non-elderly households.

Households with exceptional expenses may request a rent reduction. This includes large families (more than two children). It also includes families with high medical expenses, disability assistance expenses, or childcare expenses. Combined, exceptional expenses must total no less than \$2000.00 in order for family to qualify for the additional monthly rent deduction.

The amount of expense is set in \$2,000.00 tiers. This allows ECC/HANH to move away from verifying every last dollar. Tenants are not required to provide documentation of every dollar of expense; rather, tenants need only provide documentation sufficient to meet the appropriate tier.

The amount of monthly rent reduction is established at the mid-range of the tier.

Households with exceptional expenses will receive a direct reduction of the monthly rent. However, no tenant's rent will be reduced below a rent of \$50.00 as a result.

Tiered Amount of Expenses	Monthly Rent Reduction
\$ 2,000 - \$ 3,999	\$ 75 (equivalent to \$3,000 deduction)
\$ 4,000 - \$ 5,999	\$ 125 (equivalent to \$5,000 deduction)
\$ 6,000 +	Hardship Review

Changes in Family Composition

Residents are still required to get permission from the Housing Manager and the Director of Housing, Management to add anyone to a household and to report changes in family composition. A family's rent is recalculated if the addition or subtraction of a household member results in an income change of \$200.00 per month or more, or that causes the family to move from one income tier to another. This increase in rent does not count as an interim reexamination.

Mandatory Interim Reexaminations Policy

Residents must request an interim reexamination if any of the following conditions occur:

Change in family composition that affects the voucher size or bedroom size.

The addition of a family member 18 years of age or older

Change in family composition that causes the family to move from one income tier to another with a higher rent schedule.

Addition of a live-in aid

Income increase following an interim rent reduction

If ECC/HANH grants an exceptional deduction for any family and there is a subsequent change then the family must report that change to ECC/HANH.

Optional Interim Reexaminations Policy

Residents have the option to request three (3) interim reexaminations during every twelve (12) month period.

Interims may be granted in the following instances:

Decrease in family income that is expected to last 90 days or more if it will result in a change in the family's income tier (exclude seasonal workers; see below)

Increase in Exceptional Expenses of at least \$2,000.00

Interim rents normally remain in place until the next scheduled reexamination. If a family experiences an increase in income it is not necessary for the family to report this increase in income until the next scheduled certification date, except when the increase occurs after an interim decrease has been processed. This rule does not apply to Hardships. See language related to hardships

Households receiving a requested interim rent reduction must report any subsequent income increase to ECC/HANH within thirty (30) days of occurrence. Failure to report the change within thirty (30) days results in retroactive rent changes, and depending on the severity of the circumstances, lease termination.

Seasonal workers who are employed for a period of time less than 12 months annually will have their rent calculated over a 12-month period using the 9 or 10 months of income earned. During the months the worker is not actively working, the family will not be able to request a rent reduction as the rent has already been adjusted over a 12-month period.

Permanent loss of income (i.e., death of an income earner) results in a permanent, rather than interim, rent reduction. This decrease in rent does not count as an interim reexamination. Under this circumstance, the family is not required to report a subsequent increase in income until the next scheduled certification.

Verification of Annual Income from Wages and Salaries and Assets

To reduce the administrative burden associated with the verification of income ECC/HANH has amended its Admission and Continued Occupancy (ACOP) to specify that:

For earnings from wages and salaries where Annual Income for the prior period of up to and including \$5,000.00, self-certification from family is all that shall be required as verification of income.

For earnings from and salaries of more than \$5,000.00 the most recent pay stubs for recent 4 weeks of employment, or W-2 or 1099 within 180 days of the anniversary date shall be required in addition to the self-certification, but only to the extent that verification of Annual Income is not available from a third party source of Upfront Income Verification.

Self-certification of all sources of Annual Income shall be required in all cases.

For families with total assets of \$50,000.00 or less a self-certification of said assets shall be required.

Income Tiered Rents Calculated within \$1,000 Bands

Rents are based on \$1,000.00 income bands starting at \$2,500.00. Using a band-based rent schedule allows the ECC/HANH and residents to move away from verifying every last dollar earned and deducted. (See Exhibit A)

At January 31, 2007, both the median and mode percentage of Total Tenant Payment (TTP) to annual income is 28.5 percent. That is, most families pay 28.5 percent of their family income (before utility allowance) as rent. Fifty two (52) percent of households pay 28 percent or more of annual income for TTP; six percent pay less than 10 percent; 13 percent pay between 10 and 20 percent; and 26 percent pay between 20 and 27 percent of income as TTP.

Rent will be set at 28.50 percent of income for income tiers of \$1000.00 starting at \$2,500.00. The rent will be calculated at the lower end of each tier. For example, for the \$2,500.00 to \$3,499.00 tier, the rent will be calculated at 28.50 percent of \$2,500.00. Families with incomes below \$2,500.00 will be charged the minimum rent. Families will be permitted to apply for a hardship if verifiable proof is provided that their total expenses exceed \$2,000.00

Minimum Rents

Families with annual income below \$2,500.00 will pay a minimum rent of \$50.00. In no event shall any family pay less than 25 percent of its Annual Income for TTP.

Zero (0) Income Households

A family claiming zero (\$0) rent is automatically exempt from the minimum rent requirements for a 90 day period when the family's circumstances fall into any one of the following criteria:

When a family has lost eligibility or is awaiting eligibility determination from a Federal, State or local assistance program;

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

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

When a death in the family has occurred; or

Other circumstances determined by ECC/HANH to be reasons to waive the minimum rent requirement (collectively, the "Criteria for Minimum Rent Exemption").

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long term exemption from the minimum rent requirement and the HAP will be adjusted accordingly.

A temporary hardship exemption exists when none of the above criteria is expected to last for more than 90 days. At the end of the 90 days, the family will undergo an interim increase.

A long term hardship exemption exists when at least one of the above criteria is expected to last for more than 90 days. At the end of the long term hardship, an interim is conducted to adjust the family's income.

A family may only receive one hardship exemption from the minimum rent requirement during a twelve month period, unless a participant is elderly, disabled or is enrolled in ECC/HANH's Family Self-Sufficiency Program. The minimum rent requirement may be waived more than once during a twelve month period if at least one adult member of the household enrolls in the Family Self Sufficiency Program (the FSS Program). Elderly and disabled families are not required to enroll in the FSS Program.

Once ECC/HANH identifies a participant's need for a hardship exemption from the minimum rent requirement or the family requests such exemption, the minimum rent shall be suspended immediately for a period of 90 days. At the end of the hardship, an interim will be conducted to bring family up to speed on current household income.

Hardship Review

All "Applications for Exemption from Minimum Rent" shall be forwarded to the Hardship Review Committee.

The Hardship Review Committee shall consist of the Executive Director or his/her designee, the Chief Operations Officer or his/her designee, the Service Center Director or his/her designee, and the Assistant Executive Director of Community and Economic Development or his/her designee. At the family's option, the Hardship Review Committee may include one (1) participant of ECC/HANH who is in good standing.

The Application for Exemption from Minimum Rent shall originate from the family or an ECC/HANH employee if the family experiences any one of the Criteria for Minimum Rent Exemption.

When a participant submits an application or an ECC/HANH employee submits an application on behalf of a participant. ECC/HANH will suspend the minimum rent requirement commencing on the first of the month following the date of the application for a period of 90 days and adjust the HAP payment accordingly.

The participant's assistance cannot be terminated for nonpayment of minimum rent while participant's Application for Exemption from Minimum Rent is pending or during the 90 day period of suspension, whichever is longer.

The Hardship Review Committee shall send a letter to all participant families who have applied for Hardship Exemption from Minimum Rent stating:

that ECC/HANH has received an Application for Exemption from Minimum Rent,

that ECC/HANH will suspend the minimum rent requirement for 90 days effective as of the first of the next month and the effective dates of the 90 day suspension,

that there can be no termination of assistance for non-payment of rent during the suspension period;

the date for a meeting with the participant to discuss the hardship exemption request, giving the participant family at least ten days advance notice of such meeting and informing the participant that he or she may have one opportunity to reschedule the meeting; and

that, with the exception of elderly and disabled families, the participant family has been referred to the FSS program and will not be able to receive a hardship exemption in excess of 90 days without enrolling in the program.

The Hardship Review Committee will review the circumstances surrounding the request and determine if the request is temporary, long term or nonexistent.

If the Committee determines that ***the hardship is of a temporary nature (the hardship is expected to last less than 90 days)***, at the end of the 90-day period, the participant's rent will be reinstated to the minimum rent retroactively to the initial date of suspension. The participant will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

If the Committee determines that the *hardship is of a long-term nature (the hardship is expected to last more than 90 days)*, the tenant shall be exempt from the minimum rent requirement from the first of the month following the date of the application for exemption from the minimum rent until such time that the hardship no longer exists.

ECC/HANH may deny a participant a long-term exemption from the minimum rent requirement, if the participant fails to attend the scheduled meetings with the Hardship Review Committee. ECC/HANH will provide each participant one opportunity to reschedule the meeting. If the participant fails to attend the scheduled meetings, ECC/HANH may deny the long-term exemption from the minimum rent requirement. The letter scheduling the meeting, shall inform participants that persons with disabilities are entitled to reasonable accommodation with regard to this requirement.

Except for Elderly or Disabled families, no tenant shall be exempt from the minimum rent requirements for more than 90 days during a one year period unless at least one member of the family who is 18 years of age or older enrolls and actively participates in ECC/HANH's FSS Program for job or benefit counseling. Such family member(s) shall enroll in the FSS program within 30 days from the date of the Application of Exemption from Minimum Rent.

If the hardship is determined to be nonexistent, the participant will be responsible for paying rent to ECC/HANH for any rent that was suspended while tenant's Application for Exemption from Minimum Rent was pending. The minimum rent shall be re-instated retroactively to the initial date of the suspension. Participant will have an opportunity to enter into a reasonable repayment agreement with ECC/HANH for any back rent that is due and owing to ECC/HANH.

Upon completion of the review process, the Hardship Review Committee shall render a written recommendation to the Executive Director, who shall then adopt or reject the recommendation and shall issue a written decision that states as follows:

If the hardship exemption is determined to be short term:
that a short-term hardship exemption was granted;

the effective dates of the exemption;

the basis for the decision to grant a short-term exemption, including that a long-term exemption was denied and the reason that such long-term exemption was denied; and

that the participant has a right to enter into a reasonable repayment agreement with ECC/HANH for the minimum rent that was suspended and is now owing to ECC/HANH.

If the hardship exemption is determined to be long term:

that a long-term hardship exemption was granted;

whether the long-term exemption is permanent or subject to periodic review and, if subject to periodic review, when such review will take place; and

that all non-elderly, non-disabled participants are required to comply with FSS requirements as a condition of the receipt of a long term exemption; and

that the participant must notify ECC/HANH within 10 days if the hardship ceases to exist because the participant has obtained a source of income sufficient to pay (at least) the minimum rent.

If the hardship is determined to be non-existent:

that a hardship exemption was denied;

the reason for such determination; and

the terms and condition on which the participant family must pay back the minimum rent that was suspended and is now owing to ECC/HANH.

All letters concerning Hardship Review Committee determinations shall state that any participant who disagrees with the decision may request an informal hearing in accordance with ECC/HANH's hearing procedures, a copy of which will be included with the written decision. In cases where a hearing is sought, no action shall be taken by ECC/HANH until the grievance process is completed.

Mixed Families

For mixed families, where some households include members with citizenship or eligible immigration status as well as those without, rents are calculated using the simplification model; subsidy is then prorated using current methods.

Fraud Prevention

After two or more instances of job loss or income drop within ninety (90) days of a scheduled reexamination (based on current and prior reexamination history), ECC/HANH sets a rent based on the past year's W-2 or other information available for income verification. Households are advised that this is a potential fraud issue and that they have the right to grieve through the normal process to more fully explain the reasons for the pattern of income loss. ECC/HANH will set the rent after the Conference Panel review.

Households with two or more instances of job loss or income drop within ninety (90) days of a scheduled certification do not have access to the Hardship Review Committee.

Rent Simplification Implementation – Housing Choice

Residents will receive notice of the new policy on July 1, 2007 and the policy will take effect on January 1, 2008 for all reexaminations with an anniversary effective date on or after January 1, 2008 and for all new lease-ups and residents requesting interim reexaminations after January 1, 2008.

A staggered approach is used to integrate the two-year and three year reexamination cycles.

Initially in fiscal year 2008, all families will be re-examined during the first year.

In the second year of the program (2009), two thirds of the elderly/disabled families will be re-examined and one half of the non-elderly/non-disabled families.

In the third year of the program (2010), one third on the elderly/disabled families will be re-examined and one-half of the remaining non-elderly/non-disabled families.

Rent Simplification is expected to be fully implemented by December 31, 2010.

SEMAP WAIVERS

The SEMAP verification methods and ratings are set forth under 24 CFR Part 983. As a result of the Rent Simplification Plan many of these indicators will either no longer be relevant or the Authority and/or HUD will be unable to measure ECC/HANH's performance; therefore, ECC/HANH will request a waiver of the following SEMAP indicators beginning October 1, 2007.

Sec. 985.3(c). Determination of Adjusted Income.

Beginning October 1, 2007, Total Tenant Payment will be based Annual Income by income tiers. Additional, ECC/HANH will no longer include assets of less than \$50,000 in the determination of Annual Income. There will no longer be any Mandatory Deductions; therefore, a waiver of this Section is required.

Section 985.3(j) Annual reexaminations.

This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months (24 CFR 5.617). A waiver of this indicator is required since ECC/HANH will no longer reexamine every family each year.

Section 985.3(m) Annual HQS Inspections.

This indicator shows whether the PHA inspects each unit under contract at least annually. (24 CFR 982.405(a). ECC/HANH will no longer inspect every unit every year, but will instead inspect units according to the families' biennial or triennial recertification schedule.

Section 985.3(n) **Lease-Up.**

This indicator shows whether the PHA enters HAP contracts for the number of units reserved under ACC for at least one year. Due to the funding fungibility under MTW, Section 8 funds are used according to the priorities set forth in the MTW Annual Plan.

Alternative Inspection Schedule

ECC/HANH will no longer inspect each unit every year, but will instead inspect units according to the families' biennial or triennial recertification schedule, unless:

The participant or landlord requests a special inspection due to violations noticed by either party.

Hardship Waiver Policy and Guidelines

Families with Annual Income below \$2,500 annually shall pay the minimum rent of \$50.00 per month.

All families placed on minimum rent with the exception of elderly and disabled families will be referred to the Family Self Sufficiency Program.

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long-term hardship exemption from the minimum rent requirements.

All families placed on minimum rent must be informed in writing of the procedures for applying for a hardship exemption from the Minimum Rent Requirement and the ability to have minimum rent waived.

All families who apply for such hardship exemption, with the exception of elderly persons and persons with disabilities, will be referred to the Family Self Sufficiency Program in order to assist the family in moving towards self-sufficiency.

ECC/HANH will notify all families of their right to request a hardship exemption from the minimum rent requirement and in accordance with the provisions set forth herein. Participants will be notified of their right to request a hardship exemption through the Application for Exemption from Minimum Rent, a copy of which will be provided to participants at lease-up and at each recertification appointment and mailed to participants at each interim recertification. The policy and procedures for requesting such hardship exemption will also be included in participant rent change notifications, Application for Exemption from Minimum Rent and all form documents related to the exemption process.

Criteria for Hardship Exemption from Minimum Rent Requirement.

A family is automatically exempt from the minimum rent requirements for a 90 day period when the family's circumstances fall into any one of the following criteria:

When a family has lost eligibility or is awaiting eligibility determination from a Federal, State or local assistance program;

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

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

When a death in the family has occurred; or

Other circumstances determined by ECC/HANH to be reasons to waive the minimum rent requirement (collectively, the "Criteria for Minimum Rent Exemption").

If a family is unable to pay the minimum rent because of a financial hardship, the family is eligible for a temporary or long term exemption from the minimum rent requirement and the HAP will be adjusted accordingly.

A temporary hardship exemption exists when none of the above criteria is expected to last for more than 90 days. At the end of the 90 period, an interim will be completed to set the family to rent based on the new current income.

A long term hardship exemption exists when at least one of the above criteria is expected to last for more than 90 days. At the end of the long-term hardship, an interim will be completed to set the family to rent based on the new current income.

A family may only receive one hardship exemption from the minimum rent requirement during a twelve month period, unless a participant is elderly, disabled or is enrolled in ECC/HANH's Family Self-Sufficiency Program. The minimum rent requirement may be waived more than once during a twelve month period if at least one adult member of the household enrolls in the Family Self Sufficiency Program (the FSS Program). Elderly and disabled families are not required to enroll in the FSS Program.

Once ECC/HANH identifies a participant's need for a hardship exemption from the minimum rent requirement or the family requests such exemption, the minimum rent shall be suspended immediately for a period of 90 days.

Initiation of Hardship Exemption Review

An application for Exemption from Minimum Rent may originate from either an ECC/HANH employee or the participant family.

ECC/HANH employees must complete and submit an Application for Exemption from Minimum Rent on behalf of a participant family whenever any evidence exists that the family falls into any one of the Criteria for Minimum Rent Exemption (as set forth above).

A participant family also has the right to request a hardship exemption from minimum rent. Such request must be in writing and must state the family circumstances that qualify the family for a hardship exemption.

Notification of the Right to a Hardship Exemption

ECC/HANH will notify all families of the ability to receive a hardship exemption from minimum rent and the procedures for applying for such a hardship exemption in the Application for Exemption from Minimum Rent, a copy of which will be provided to participants at lease up and at each recertification appointment or mailed to participants for interim recertifications.

ECC/HANH will also notify all families in writing of the ability to receive a hardship exemption from minimum rent and the procedures for applying for such a hardship exemption in the following documents: participant rent change notifications, the Application for Exemption from Minimum Rent and all form documents related to the hardship exemption process.

ECC/HANH will also notify all families in all of the above documents that all families that are exempt from the minimum rent requirements will be referred to the Family Self Sufficiency (FSS) Program in order to assist the family in moving toward self-sufficiency. Elderly and disabled families are not required to participate in the FSS program. Significant Change to MTW FY20 Plan Amendment #1

Rent Simplification Interims HCV & LIPH:

Rent Simplification in both LIPH and HCV will include a request to adjust rent during COVID19 and any similar pandemic or National, State or Local emergency affecting a large number of families in the community. In order to prevent staff having to reprocess files when families go back to work during a time like this, ECC/HANH will create a letter which advises the families of decrease to their rent for 120 days (4 months), as a result of loss or decrease in income. At the end of the 4 months, the rent will be adjusted back to what it was before the decrease. Staff would process 2 actions, the decrease, and a second action (effective on the 1st day of the 4th month) which would be an increase back to previous amount. This way, families will not need to report the increase and staff can give 30 day notice of the potential increase change at the same time they are giving the decrease notice.

If families are not yet back to work or the change is permanent, they must report the change to ECC/HANH as soon as they are aware so that the second interim may be cancelled or adjusted.

This interim option does not cancel or supersede the current interim change rule where families are not required to report a new income or increase in income if the previous decrease was associated with an annual certification. In other words, Interim rents normally remain in place until the next scheduled reexamination. If a family experiences an increase in income it is not necessary for the family to report this increase in income until the next scheduled certification date, except when the increase occurs after an interim decrease has been processed. With that said, COVID19, or similar pandemic or national, state or local emergency related interim decreases will remain in effect

for the full 120 days. Any increases after this time period must be reported to ECC/HANH within 10 days of the change.

During these moments, the start and end date of interim decrease requests will be made clear to families of ECC/HANH via current forms of communication with families.

Minimum Rent Hardship LIPH & HCV:

The three month hardship time-frame will be increased to four months during COVID19 and any similar pandemic or national, state or local emergency affecting a large number of families in the community. Additionally, families who fall under the hardship repayment requirement will not be required to repay hardship.

Housing Choice Voucher HQS Inspections

HQS Inspections may be conducted via video conference on a case by case basis with the Owner or his/her designee present at the inspection site. Inspection appointments will be scheduled as usual and will be attended in person by the landlord or designee. All HQS inspection forms will be mailed to the owner or designee in advance of the scheduled appointment. A certified HQS inspector must participate on the video conference and will guide the homeowner or designee through the inspections process. This process will be allowed for initial inspections of previously inspected units, meaning if a unit was previously occupied by a family receiving HCV subsidy, the unit may qualify for a video inspection for initial inspection for new voucher holder, as well as special inspections and bi/triennial inspections. Failed initial inspections will follow the current inspections protocol and timeline with the added option of proceeding via video conference. A 2nd failed inspection will require that an inspector go out to the site and inspect the corrected deficiencies in person.

The landlord or designee will bring the provided forms to the inspections appt and will sign the landlord portions of all forms while on video conference. The Inspector will serve as the witness to the landlord or designee signature and will sign as such. The inspector must include any notes regarding the process, including any information or areas that were not inspected or discussed during this time.

With the exception of HVAC & other home systems, special inspections may be conducted via video conference. In the same way as the Initial and bi/triennial inspections, a 2nd fail will trigger an in-person inspection by the HQS inspector.

Exceptional Expenses

Applicability- Deductions permitted under 24 CFR Part 5.611(a) shall be permitted only to the extent the sum of anticipated deductions permitted under said Part 5.611(a) for the year are expected to equal or exceed \$2,000. Families with Exceptional Expenses that equal or exceed \$2,000 may request a rent deduction. The amounts of expenses are set in \$2,000 tiers. This allows ECC/HANH to move away from having to verify every dollar of every deduction. Participants will no longer be required to provide documentation for every dollar of expenses, but, instead, participants need only provide documentation sufficient to the expenses of the appropriate tier.

The amount of the rent deduction is established at the mid-range of each tier. Families with Exceptional Expenses will receive a reduction in the rental payment as set forth on the following table:

Families must have more than two qualifying dependents in order to qualify for additional Dependent Deductions. The Elderly/Disabled deductions shall not be used in determining Exceptional Expenses.

Dependent deduction shall only be allowed for families with more than two dependents since the standard amount of this deduction has been included in the determination of the percentage used to calculate tenant rent.

Tiered Amount of Exceptional Expenses	Monthly Rent Reduction
\$ 2,000 - \$ 3,999	\$ 75 (equivalent to \$3,000 deduction)
\$ 4,000 - \$ 5,999	\$ 125 (equivalent to \$5,000 deduction)
\$ 6,000 +	Hardship Review

Elderly persons and persons with disabilities always have the right to request a Reasonable Accommodation(s). Rents are determined in accordance with the methods and income measures set forth in ECC/HANH's Public Housing Rent Simplification Policies.

ATTACHMENT C-1
EXCEPTION TO HCV REGULATIONS

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
Annual Income	24 CFR Part 5.609(a)(4)	Any income derived from an asset, to which any member of the family has access.	Excludes assets, from the determination of annual income, to extent the amount is \$50,000 or less. All income earned by a fulltime student will be excluded. All income earned by a family from adoption assistance will be excluded.
Income Exclusion for Person Enrolled in FSS Program	24 CFR Part 5.609(b)(1)	Incremental earnings and benefits to any family member, received from participation in a qualifying State or local employment training program, (including training programs not affiliated with a local government); and training of a family member participating as resident management staff.	<p>Exclude 100 percent of any incremental earnings from wages or salaries earned by any family member during the first year of FSS program participation, 75% in 2nd year, 50% in 3rd year, 25% in 4th year and 0% in 5th year, as long as the household is enrolled in the FSS Program. This will not exceed 5 years.</p> <p>Additionally, the current exclusion covering incremental earnings of any family participating in a state or local program will be expanded to include any qualifying federal program, whether or not the member is enrolled in the FSS program.</p>
Business Income for Resident Owned Businesses	24 CFR Part 5.609(b)(2)	The net income from the operation of a business or profession is included in determining annual income.	During the first year of enrollment in the FSS program, exclude 100 percent of any net income derived from the operation of a business; provided the business qualifies as a resident owned business under 24 CFR Part 963.5. 50 percent exclusion during the second year; 25 percent exclusion the third year.

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
Earned Income Disallowance for Persons with Disabilities	24 CFR Part 5.617(a)	<p>Incremental income earned by a previously unemployed disabled person in the 12 months prior to becoming employed, provided the increase in income is the result of;</p> <p>employment of a family member, previously unemployed for one or more years prior to employment;</p> <p>(2) increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or</p> <p>(3) result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families.</p>	Eliminated from HCV program
Mandatory Deductions	24 CFR Part 5.611	<p>(1) \$480 for each dependent;</p> <p>(2) \$400 for any elderly family or disabled family;</p> <p>(3) The sum of the following, to the extent the sum exceeds three percent of annual income:</p> <p>(i) Un-reimbursed medical expenses of any elderly family or disabled family; and</p> <p>(ii) reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities</p> <p>(4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.</p>	Eliminate all mandatory deductions.
Additional (Exception) Expenses Deductions	24 CFR 5.611	None	Families with verifiable deductions that or exceed of \$2,000 will be allowed to request that these additional expenses be used in determining TTP. These verifiable deductions must equal or exceed \$2,000 and shall be the sum of: Mandatory Deductions determined in accordance with Section

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
			5.611 (a), plus non-reimbursed utility expenses (except telephone).
Total Tenant Payment	24 CFR 5.628	<p>Determining total tenant payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:</p> <ul style="list-style-type: none"> (a) 30 percent of the family's monthly adjusted income; (b) 10 percent of the family's monthly income; (c) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or (d) The minimum rent, as determined in accordance with Sec. 5.630. 	TTP to be based upon (1) income-tiered TTP structure or the minimum TTP \$50 for a family with income of up to \$2,500 annually
Hardship Provision	24 CFR 5.630(b)	A family may be exempt from minimum rent as follows: (i) When the family has lost eligibility or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen; (ii) When the family would be evicted because it is unable to pay the minimum rent; (iii) When the income of the family has decreased because of changed circumstances, including loss of employment.	A family whose shelter expenses, plus un-reimbursed medical, childcare and disability expenses exceed 40 % of annual income or whose medical, childcare or disability expenses of \$6,000 or more annually may seek hardship.
Minimum Rent	24 CFR 5.630	\$25.00 for HCV. \$50.00 for LIPH	HCV increased from \$25.00 a month to \$50.00 a month so that LIPH and HCV have same minimum rent amount.

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
Utility Allowances and Reimbursements	24 CFR 5.632(a) and (b)	Tenant Paid Utilities to be deducted from TTP to determine tenant rent.	No change. Tenant paid utilities to be deducted from TTP to determine tenant rent.
Medical Deductions	24 CFR 5.611(c)		No longer applicable unless they exceed applicable threshold.
Annual Reexamination of Income and Family Composition	24 CFR 982.516	Reexamination of income must occur every year, except every two years for elderly or disabled households.	<p>Reexamination of family income will occur every three years for Elderly or Disabled families and every two years for all other families, instead of every year.</p> <p>Reexamination of family composition will only occur if a family notifies ECC/HANH of a change in family composition since this will affect the determination of appropriate size unit. Annual update of changes in family composition for persons 18 years of age and older that are added or subtracted from the family. ECC/HANH will do UIV and submit a 50058 annually.</p>
Interim Reexamination	24 CFR 982.516	<p>A family may request an interim reexamination of family income for any changes since the last annual reexamination. ECC/HANH must conduct the interim reexamination within a reasonable time period after the family request. Currently, family must report any change in income that exceeds \$200 or more a month.</p>	<p>A family may request a maximum of three interim re-examinations within a 12-month period, with the exception of those conditions where they are required to report certain changes in family composition or certain changes in family income.</p> <p>A family, except for elderly or disabled, may only make one request for an interim for a hardship exemption each 12 months, unless one (1) household member is enrolled in the FSS program.</p>

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
Verification of Wages, Salaries and Assets below \$5,000 and Assets below \$50,000	24 CFR 5.659	<p>ECC/HANH must obtain and document in the family's file third party verification of the following factors, or must document in the file why third party verification was not available:</p> <ol style="list-style-type: none"> (1) Reported family annual income; (2) The value of assets; (3) Expenses related to deductions from annual income; and (4) Other factors that affect the determination of adjusted income. 	<p>Only a self-certification will be required for income up to and including \$5,000. For income above \$5,000 two most recent pay stubs or a W-2 or 1099 dated within 90 days of effective date of re-examination.</p> <p>ECC/HANH will continue to conduct EIV or UIV.</p>
Determination of Tenant Total Payment (TTP)	24 CFR 5.628	<p>Determining total tenant payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:</p> <ol style="list-style-type: none"> (1) 30 percent of the family's monthly adjusted income; (2) 10 percent of the family's monthly income; (3) if the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated; or (4) The minimum rent 	<p>TTP based upon income-tiered approach. No family shall be subject to an increase in TTP greater than \$25.00 a month during the second year family is of the Rent Simplification Policy.</p> <p>The increase in TTP during the third year of the Rent Simplification Policy shall not exceed \$50 a month.</p> <p>The increase in TTP during the fourth year of the Rent Simplification Policy shall not \$75 a month.</p> <p>The increase in TTP during the fifth year shall not exceed \$100 a month above the monthly TTP in the year immediately preceding the implementation of Rent Simplification Policy. These limitations on rent increase shall only apply to increases in TTP that result from the implementation of the Rent Simplification Policy and not rent increases that result from changes in family composition or changes in family income.</p>

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
Annual Inspections	24 CFR Part 982.405(a)	ECC/HANH must inspect each unit annually during Section 8 assisted occupancy. 24 CFR Part 982.405 (a) states that : The PHA must inspect the unit leased to a family prior to the initial term of the lease, at least annually during assisted occupancy, and at other times as needed, to determine if the unit meets the HQS. (See §982.305(b)(2) concerning timing of initial inspection by the PHA.)	ECC/HANH will no longer inspect every unit every year, but will instead inspect units every two years, unless the first unit inspection conducted after the implementation of the Rent Simplification Policy shows that the unit; (1) failed an inspection, or (2) the unit had a failed inspection in the three
			years prior to the implementation of the Rent Simplification Policy. A unit must have three consecutive years without a failed inspection to qualify for the bi-annual inspection. Units for which landlords are requesting increases in HAP payment will also be inspected prior to ECC/HANH granting any such increase.
Waiver of SEMAP Indicator	24 CFR Part 985.3(c).		Determination of Adjusted Income. Beginning October 1, 2007, Total Tenant Payment will be based Annual Income by income tiers. Additional, ECC/HANH will no longer include assets of less than \$50,000 is the determination of Annual Income. There will no longer be any Mandatory Deductions; therefore, a waiver of this Section is required by HUD.
Waiver of SEMAP Indicator	24 CFR Part 985.3(m)		Annual HQS Inspections. This indicator shows whether the PHA inspects each unit under

Topic	Exceptions to HCV Program Regulations	Current Policy	Alternative MTW Policy for Housing Choice Voucher Program
			contract at least annually. CFR 982.405(a). ECC/HANH will no longer inspect every unit every year, but will instead inspect a unit every two years unless the unit's inspection history indicates a need for an annual inspection as set forth above.
Waiver of SEMAP Indicator	24 CFR Part 985.3 (n)		Lease-Up. This indicator shows whether or not ECC/HANH enters HAP contracts for the number of units reserved under ACC for at least one year. ECC/HANH currently has a waiver of this provision and request that it be extended until September 30, 2008
Portability procedures	24 CFR Part 983.355 (c) (1)	ECC/HANH would like to have the ability to re-determine the eligibility of adult household members by performing a background check to ensure that family members do not have a criminal background.	

Waiver of Requirement to give 12 month notice to family about Payment Standard decrease	24 CFR 982.505 (3)(iii)	(iii) The PHA must provide the family with at least 12 months' notice that the payment standard is being reduced during the term of the HAP contract before the effective date of the change.	The PHA will notify families at the time of biennial or triennial recertification that the payment standard may increase or decrease at the next reexamination based on the approve FMR at that time.
Waiver to allow a decrease in payment standard the effective date of the family's second regular reexamination following the effective date of the decrease		The initial reduction in payment standard cannot take place before the effective date of the family's second regular reexamination following the effective date of the decrease in payment standard.	The PHA will use the payment standard in effect on the date of reexamination whether it is a decrease or an increase.

in payment standard.			
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**Housing Choice Voucher (HCV) Program
Rent Simplification Rent Tier Schedule**

Income Range						
\$0	\$2,499	\$50		\$34,500	\$35,499	\$819
\$2,500	\$3,499	\$59		\$35,500	\$36,499	\$843
\$3,500	\$4,499	\$83		\$36,500	\$37,499	\$867
\$4,500	\$5,499	\$107		\$37,500	\$38,499	\$891
\$5,500	\$6,499	\$131		\$38,500	\$39,499	\$914
\$6,500	\$7,499	\$154		\$39,500	\$40,499	\$938
\$7,500	\$8,499	\$178		\$40,500	\$41,499	\$962
\$8,500	\$9,499	\$202		\$41,500	\$42,499	\$986
\$9,500	\$10,499	\$226		\$42,500	\$43,499	\$1,009
\$10,500	\$11,499	\$249		\$43,500	\$44,499	\$1,033
\$11,500	\$12,499	\$273		\$44,500	\$45,499	\$1,057
\$12,500	\$13,499	\$297		\$45,500	\$46,499	\$1,081
\$13,500	\$14,499	\$321		\$46,500	\$47,499	\$1,104
\$14,500	\$15,499	\$344		\$47,500	\$48,499	\$1,128
\$15,500	\$16,499	\$368		\$48,500	\$49,449	\$1,152
\$16,500	\$17,499	\$392		\$49,500	Above	\$1,176
\$17,500	\$18,499	\$416				
\$18,500	\$19,499	\$439				
\$19,500	\$20,499	\$463				
\$20,500	\$21,499	\$487				
\$21,500	\$22,499	\$511				
\$22,500	\$23,499	\$534				
\$23,500	\$24,499	\$558				
\$24,500	\$25,499	\$582				
\$25,500	\$26,499	\$606				
\$26,500	\$27,499	\$629				
\$27,500	\$28,499	\$653				
\$28,500	\$29,499	\$677				
\$29,500	\$30,499	\$701				
\$30,500	\$31,499	\$724				
\$31,500	\$32,499	\$748				
\$32,500	\$33,499	\$772				
\$33,500	\$34,499	\$796				

Appendix 6

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

ECC/HANH BELIEVES: YOUTH INITIATIVE!

Housing Authority of the City of New Haven Background

From the Housing Authority of the City of New Haven to Elm City Communities

The Housing Authority of the City of New Haven (ECC/HANH) was established in 1938 by the City of New Haven in response to the United States Housing Act of 1937. Elm Haven, ECC/HANH's first housing development, planned in 1939, was one of the earliest public housing projects in the nation, a forward-thinking trend that still exists within ECC/HANH's philosophy today.

Quinnipiac Terrace and Farnam Courts were subsequently completed in 1941. As wartime labor flooded into New Haven, these family developments were noted for their effective use of space in a city facing a housing crisis. Again, ECC/HANH had prepared for the future.

The post-World War II population increased the housing shortage and the Housing Authority was the leading builder of new units in the city, which included moderate-income housing at McConaughy Terrace, Brookside and Rockview developments. In the 1950s and '60s, ECC/HANH completed expansion construction at Elm Haven and Farnam Courts.

In 1989, Elm Haven was rebuilt as the Monterey Place neighborhood, and in 2001, ECC/HANH received HUD status as a Moving to Work (MTW) agency, one of fewer than 36 MTW agencies in the nation at that time. In 2003, ECC/HANH received a grant for the reconstruction of Quinnipiac Terrace, and has since completed significant work at West Rock and Eastview Terrace.

MTW has enabled ECC/HANH to renovate senior housing, increase its number of accessible units to accommodate the needs of New Haven residents with disabilities, and has transformed its public housing stock into housing of choice. MTW has enabled ECC/HANH to provide a robust self-sufficiency program.

In 2009, the Housing Authority changed its name to "Elm City Communities" (ECC) to better capture the essence of that to which the Housing Authority of New Haven aspires: creating affordable, safe, decent neighborhoods with stability and positive opportunities for all our residents.

Today, Elm City Communities' developments and scattered sites provide affordable community living and quality of life services for more than 1,900 families comprising low- and middle-income households, families with children, seniors, disabled, young couples starting out, people in career transition and those saving to buy a home of their own. Since its inception, the Housing Authority of New Haven has continuously demonstrated its commitment to the people of New Haven with foresight, dedication and sensitivity.

ECC/HANH Believes

Placing a premium on youth

Elm City Communities/Housing Authority of the City of New Haven's (ECC/HANH) mission is to provide, now and in the future, affordable communities of choice and opportunities for greater self-sufficiency for residents of the City of New Haven. In the spirit of its original creation, Elm City Communities continues to find new ways to serve the ever-changing needs of an ever-growing population.

As a MTW agency, we not only have the flexibility to pilot programs that support families ability to gain self-sufficiency, it is our responsibility as a MTW agency to demonstrate innovative policies and programs that support our mission as well as model in this effort for public housing authorities around the country.

We, at Elm City Communities, are proud of our accomplishments to date but know we must do more if we are to truly help the majority of our families become self-sufficient; it is not enough to simply help the adults within our households. We must support our youth and by placing a premium on our young people's success, we achieve the results public housing authorities across the nation seek—higher turnovers and a shrinking waitlist.

A youth initiative focused on academic achievement

Elm City Believes is a new youth initiative that leverages smart housing policy and programs in order to advance academic outcomes for student residents so that we may see success among New Haven's young people through increased high-school graduation, postsecondary completion, and employment attainment. Launched as ECC/HANH Believes in April of 2014, Elm City Believes provides a cradle-to-career pipeline of learning resources for children and youth and sustains the notion that our children's success relies on supportive in-school and out-of-school experiences. Elm City Believes has the potential to stop the cycle of poverty among the families utilizing ECC/HANH and in so doing we have the opportunity to build a new, vibrant middle class in New Haven.

Elm City Believes is comprised of supports that expand upon the good work ECC/HANH has been doing as well as enhance what the nationally recognized New Haven Public Schools are doing. Programs are research-based and best practice supported as well as founded on feedback from ECC/HANH residents, ECC/HANH staff, and community stakeholders. As such, we focus our youth initiative on 1) academic supports and afterschool programming to reduce the achievement gap; 2) parent and family engagement in their children's education; and 3) increasing New Haven Promise¹⁴ admittance and other programs that support post-secondary opportunities. In addition to the array of ECC/HANH-wide programs, ECC/HANH has school-specific partnerships that cater to individual student needs (e.g. Tutoring and small group homework help, whole-family wraparound evaluations and mental health supports, student attendance and engagement assistance).

Why now?

Although some young people are able to rise above the circumstances of birth and family structure in order to advance academically, personally, and professionally, most do not without intensive supports from an array of service providers and caring, community based organizations.

Students are not hopeful: 46% students surveyed¹⁵ lack hope for the future, reporting they feel stuck in their lives (32%) or discouraged about the future (14%).

Students are not success-ready: Only 33% of U.S. students surveyed¹⁶ in grades 5 through 12 are success-ready, meaning students have hope¹⁷, are engaged¹⁸, and their well-being¹⁹ is thriving—things that significantly relate to student performance and influence outcomes such as grades, credits earned, achievement scores, likelihood to stay in school, and future employment. The fact of the matter is that students in the U.S. become less engaged every year and we are in essence creating psychological dropout factories.

The average earnings for a high school dropout is \$22,165

The average earnings for a high school graduate is \$33,137

The average earnings for a college graduate is \$55,722

42.2% of residents aged 25 years and over have a high school diploma / equivalent or less

The average earnings for a ECC/HANH family is \$14,091

¹⁴ New Haven Promise is a scholarship and support program for New Haven Public School students that reside in New Haven, which provides full tuition to any in-state public university or college: <http://newhavenpromise.org/>

¹⁵ 2013 Gallup poll of more than 600,000 students in grades 5 through 12 from school districts across the country

¹⁶ Ibid.

¹⁷ Student *hope* is defined by how students view their future. It's their belief that they can, and will, succeed at school and beyond.

¹⁸ Student *engagement* is defined by the non-cognitive engagement—paying attention in class, how students feel, overall behavior, etc.

¹⁹ Student *well-being* is defined by how students evaluate their lives and the extent to which they report positive daily experiences.

Students are not workforce-ready: Less than 30% of Americans (3 in 10)²⁰ feel high school graduates are prepared for college, and less than 20% (2 in 10)²¹ of Americans feel graduates are ready to enter the labor force. Employers now rank reading and writing as top deficiencies in new hires—one in five U.S. workers reads at a lower skill level than their job requires;²² written communications tops the list of applied skills found lacking in high school and college graduates alike.²³

Poverty rate in New Haven is too high (population ≥ 25 years) ²⁴

25.0% of residents that have less than a high school degree

10.8% of residents that have high school graduates

3.8% of residents that have bachelor's degree or higher

Connecticut saw a 50% increase in child poverty since 1990²⁵

²⁰ 2013 Phi delta Kappa/Gallup poll

²¹ 2013 Phi delta Kappa/Gallup poll

²² <http://arts.gov/sites/default/files/ToRead.pdf>

²³ <http://arts.gov/sites/default/files/ToRead.pdf>

²⁴ http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_12_5YR_S1701.

²⁵ <http://datacenter.kidscount.org/data#CT>

ECC/HANH Believes School Partnerships	Leverage opportunities for ECC/HANH to Address Mutual Challenges and Concerns as Part of ECC/HANH Believes	ECC/HANH Interventions and Strategies
Common Ground High School	<ul style="list-style-type: none"> • Coordinate with school to identify child-level needs • Individualized case management for students and families 	<ul style="list-style-type: none"> • Homework help and tutoring • Attendance assistance • Technology assistance • Whole-family evaluations • Mental health support for students and families
Wintergreen Interdistrict Magnet School (WIMS), an ACES K-8 school	<ul style="list-style-type: none"> • Coordinate with school to identify child-level needs • Individualized case management for students and families 	<ul style="list-style-type: none"> • Homework help and tutoring • Attendance assistance • Whole-family evaluations • Mental health support for students and families
Lincoln Bassett pre K-6 School (Partnership w/ ConnCAT in discussion for SY 2015-16)	<ul style="list-style-type: none"> • Coordinate with school to identify child-level needs • Increased supports for students and families 	<ul style="list-style-type: none"> • Homework help and tutoring • After school enrichment, Coding program for grades 5-6 • Parent engagement • Parent supports
New Haven Public Schools	<ul style="list-style-type: none"> • Coordinate with school to identify child-level needs • Increased enrollment in schools of choice 	<ul style="list-style-type: none"> • Youth Stat • TBD
Adult Education (In partnership w/ existing work and Project MORE in discussion for SY 2015-16)	<ul style="list-style-type: none"> • Coordinate with school to identify student-level needs • Coordinate with school to identify family-level needs 	<ul style="list-style-type: none"> • Attendance assistance • Whole-family evaluations • Mental health support for students and families • Parent engagement • Parent supports • Family supports
ECC/HANH Believes Programs	Leverage Opportunities that Addresses Challenges and Concerns as Part of ECC/HANH Believes	ECC/HANH interventions and Strategies

<p>Academic Supports and Afterschool Programming to Reduce Achievement Gap</p>	<ul style="list-style-type: none"> • Partner or administer out-of-school enrichment programs to support achievement in identified academic areas of need • Use housing authority developments to support high quality out of school enrichment programs • Raise awareness among parents about out-of-school academic programs • Leverage role as Housing Authority to drive quality programs 	<ul style="list-style-type: none"> • Dinner Pilot during standardized testing window *AGR • After school program w/ ConnCAT: for 40 kids in Grades 5-8 *AGR • After school program w/ Solar Youth: for 86 kids in Grades k-12 *AGR • After school program w/ BGCNH: for 125 kids in Grades k-8 *AGR • After school program w/ Leap for Kids: for 20 kids in Grades k-12 *AGR • Nonprofit Evaluations *AGR • Homework Clubs @ every site *AGR • Computer Labs @ every site *AGR • Middle College for remediation: Wilbur Cross, Coop, and NHA *AGR • Technology for blended learning and flipped classrooms *AGR
<p>Access to High-Quality Early Learning and High-Quality Childcare</p> <p>*ECC/HANH Believes Flagship Program*</p> <p>POINT: Karen DuBois-Walton</p>	<ul style="list-style-type: none"> • Leverage role as Housing Authority to encourage more youth to read, especially at an early age with parents • Leverage role as Housing Authority to advocate for the importance of high-quality early learning • Leverage role as Housing Authority to advocate for the importance of high-quality early childcare • Leverage role as Housing Authority to advocate and change policies that support parents and families w/ OEC • Leverage role as Housing Authority to advocate and change policies that support parents and families w/ DOT 	<ul style="list-style-type: none"> • Summer Read Program *AGR, PFE • Early learning and literacy campaign *AGR, PFE • Regulation and/or legislation changes to Care 4 Kids *AGR • Regulation and/or legislation changes to public transportation *AGR

<p>Parent and Family Engagement in Children's Education</p>	<ul style="list-style-type: none"> Organize formal and informal platforms for engaging families around the importance of education and academic opportunities for their children and parental engagement with the school system. Demonstrate cultural competency and offer translation services to parents and families with limited English-speaking abilities Educate parents on the importance of school and classroom stability 	<ul style="list-style-type: none"> Parent Support Network *PFE Summer BBQs *PFE Sports League *PFE Parent workshops and trainings *PFE, AGR Parent Ambassadors *PFE Facts for Families *PFE Text 4 Education * PFE, AGR
<p>Student Attendance, Truancy, and Discipline</p> <p>*ECC/HANH Believes Flagship Program*</p> <p><u>POINT:</u> Sheila Allen-Bell</p>	<ul style="list-style-type: none"> Leverage role as Housing Authority to improve student attendance Leverage role as Housing Authority to improve student truancy Leverage role as Housing Authority to reduce student discipline 	<ul style="list-style-type: none"> Direct case management work w/ NHPS students through Youth Stat *AGR, PFE Direct case management work w/ identified ECC/HANH students attending NHPS *AGR, PFE Homework help *AGR Whole-family evaluations *AGR, PFE Mental health support for students and families *AGR, PFE
<p>New Haven Promise Informational Sessions and other Programs to Support Postsecondary Opportunities</p>	<ul style="list-style-type: none"> Offer support during academic transitions: middle to high; high to postsecondary; postsecondary to employment and self-sufficiency Leverage role as Housing Authority to create postsecondary avenues Leverage role as Housing Authority to provide adult relationships through youth employment Leverage role as Housing Authority to celebrate youth Provide supports for completion of a postsecondary degree or credential 	<ul style="list-style-type: none"> NHP informational sessions for parents *PSO, AGR, PFE NHP informational sessions for students *PSO, AGR NHP applications for 8th graders *PSO, AGR, PFE PSAT and SAT supports *PSO, AGR ECC/HANH apprenticeship program *PSO, AGR Afterschool job shadow program *PSO, AGR Student Training and Employment Program (STEP) *PSO, AGR Graduation gift *PSO, AGR, PFE Youth Leadership Council (YLC) and STEP alumni group *PSO, AGR

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<p>College Week</p> <p>*ECC/HANH Believes Flagship Program*</p> <p><u>POINT:</u> Emily Byrne</p>	<ul style="list-style-type: none"> • Leverage role as Housing Authority to avail students of the fact that postsecondary is a viable option for after high school graduation • Offer support during academic transitions: middle to high; high to post-secondary; post-secondary to employment and self-sufficiency • Offer support during the winter break when school is not in session 	<ul style="list-style-type: none"> • 5 days of intensive supports during winter break for grades 9-12 that is geared toward postsecondary *PSO, AGR, PFE • Early years will be large groups; if there is more interest it will be separated into grade cohorts *PSO, AGR, PFE • Student Ambassadors *PSO, AGR
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System issues that need to be addressed

- MOUS, Data Sharing Agreements, Consent Forms, and FERPA
- Culture of high expectations and excellence at ECC/HANH
- Moving to Work status
- Start-up funds
- Financial sustainability
- Culture change among academic, community and stakeholder partners
- Sustainable social capital between schools and families

POLICIES FOR MIXED FINANCE DEVELOPMENT

NON-MTW ACTIVITY

Policy is entered in the plan to inform the public of Policies of Mixed Finance Developments.

ECC/HANH's public housing portfolio presently includes fifteen mixed finance developments: Monterey Place Phase 1, 2, 3, 4, 5 and 2R, Eastview Terrace Phase 1, William T. Rowe, Brookside Phase 1, Brookside Phase II, Rockview Phase 1 Rental, 122 Wilmot Road and Quinnipiac Terrace Phase 1, 2 and 3. The housing in all developments is owned and managed by private companies, according to management agreements, which have established their own policies for admissions and occupancy, according to the following guidelines:

The management agent of the mixed finance development must establish written policies for admissions and occupancy. The admissions and occupancy policies for the mixed finance development must be submitted to and approved by ECC/HANH.

The admissions and occupancy policies for the mixed finance developments must comply with HUD regulations and federal fair housing and civil rights requirements. The aforementioned mixed-finance developments have had their admissions and occupancy plans and policies set forth in previous MTW plans.

The West Rock Redevelopment consists of the Brookside Phase 1 Rental, Brookside Phase 2 Rental and Rockview developments. As such, pursuant to the MOA these units are subject to the Preferences indicated below, however, notwithstanding the method of selection for new admissions, the Owner is permitted to transfer families among and in between Brookside Phase 1, Brookside Phase 2 and Rockview Rental Phase 1; provided that such transfers are in accordance with the Transfer Procedures set forth in Priorities 1-6 below:

1. Relocation due to modernization

Where modernization activities will make units uninhabitable during construction, the Owner will require residents to relocate, either temporarily or permanently, and relocation options may include transfer to another PHA Assisted unit owned and managed by the Owner.

The relocation options of resident families will be specified in a Relocation Plan, and all Owner relocation activities will be conducted according to the requirements of the Uniform Relocation Act and implementing regulations. Resident families are entitled to all the rights specified in the URA and implementing regulations, including proper notice, offers of comparable units, and payment of certain relocation costs.

If a resident family refuses or has failed to relocate after 2 appropriate unit offers, provided that the Owner has complied with the requirements of the URA (and its implementing regulations, including requirements for proper notice, the Owner will begin lease termination proceedings against the family.

2. Families occupying units with accessibility or other special features that are not needed by the occupant family

The Owner has a limited number of accessible units with special features suited to persons with mobility-related disabilities. According to this ACOP, accessible units will be assigned first to current resident families or applicants in need of accessibility features. If there are no current residents nor applicants in need of the unit's accessibility features, the unit may be offered to another family that does not need that unit's accessibility features. However, as a condition of admission, the occupant family is required to consent to transfer to another appropriately-sized unit when/if the Owner has a resident or applicant in need of the unit's accessibility features. Families who are admitted to an accessible unit, but who do not require the unit's accessibility features, are required to sign a lease addendum to this effect. The Owner will maintain a list of households residing in accessible units but not needing their apartments' accessibility features, who will be required to transfer when the Owner has a resident or applicant in need of the apartment's accessibility features.

If an accessible unit (or unit with other special features) is occupied by a family that doesn't require the unit's accessibility features, when the Owner identifies that there is a need for the unit's accessibility features, the Owner will require the unit's occupant family to transfer to another, appropriately sized unit. The Owner will provide at least 30 days written notice that, when a unit of the proper size becomes available, the family will be expected to consent to a transfer.

Families required to transfer under this policy will be offered 1 comparable unit of the appropriate size for the household. If a family has rejected the unit offer, the Owner may begin lease termination proceedings against the family.

3. Emergency transfers due to un-inhabitability of unit

The Owner will prioritize, and may require, transfers in cases where the resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, carelessness, or negligence on the part of the resident or a member or guest of the resident's household.

The Owner may, at its discretion, permit continued occupancy and permit and prioritize a transfer in cases where the damages that resulted in the unit's un-inhabitability were a result of carelessness or negligence of the resident or a member or guest of the resident's household, provided that the resident has, in writing, accepted the responsibility for such damage and has agreed to make restitution to the Owner for the expense of repairing such damage.

4. Protection of victims and witnesses

The Owner will authorize emergency transfers in cases where the Owner has received sufficient documented evidence of an emergency situation in which the family is subject to risk of violence and that a transfer to a different HANH public housing development will be effective in reducing the family's risk of threatened violence. Emergency transfers due to risk of violence may be provided in the following circumstances:

- Residents who are participants in a government-sponsored witness protection program.
- Residents who have been subjected to domestic violence.

Households who have provided documentation that indicates a reasonable probability of threatened violence due to fear of retaliation for witnessing an incident, or providing testimony in an eviction or criminal proceeding.

- Residents who are victims of hate crimes.

Before considering an administrative transfer based on threats of violence, the Owner will require documentation that (1) there is a reasonable probability of violence, (2) the risk of violence is not due to the lease violations or other actions of family members, and (3) the family has taken any available actions to reduce its vulnerability to threats of violence (such as police involvement with documented reports, restraining orders, criminal trespass, etc.). In addition, the family must demonstrate that a transfer to another unit at the Brookside Phase 1 Community or HANH public housing unit or development will effectively reduce the family's risk of violence.

In cases in which the Owner determines that the risk of violence is valid (and sufficiently documented and that transfer to another public housing development will effectively end the threatened violence), and after approval by Owner the application will be forwarded to HANH for approval. ECC/HANH will prioritize this transfer to the next available unit of the appropriate size. ECC/HANH will also consider issuing a voucher on a case-by-case basis. The family is permitted to reject this unit and maintain its priority emergency transfer status only if:

- The resident provides evidence that the threatened violence would continue in this new site, or

- The offered unit does not have accessibility or other special features to accommodate a disability, which features were present in the resident's current apartment and/or were requested and approved through HANH's reasonable accommodations procedures.

Otherwise, if a family has requested an emergency transfer due to threats of violence but has rejected a unit offer that would address their emergency needs, the family will be removed from consideration as an emergency transfer and will be offered the opportunity to request a transfer based on good cause.

In cases in which HANH determines that there is a reasonable probability of violence that is sufficiently documented and that transfer to another public housing unit would not at all be effective in reducing the threat of violence, HANH may, at its discretion, refuse to transfer a family and, instead, may offer the family a Section 8 voucher so that they could relocate in the private market. This is an exceptional measure, and HANH will grant a Section 8 voucher to families under these circumstances only when (a) it is clear that transfer to another public housing development would not reduce the family's vulnerability to documented threats of violence, (b) relocation into the private apartment market with a voucher may effectively reduce the family's vulnerability to documented threats of violence, and (c) the family has taken steps necessary to reduce the family's vulnerability to threatened violence, including police reports, restraining orders, criminal trespass procedures, etc.

5. Under-housed or over-housed.

The Owner may initiate or require transfers of households who are under-housed by a degree of 2 bedrooms, or who are over-housed, according to the Owner's occupancy standards.

At the Brookside Phase 1 Community, the household is over or under-housed by a degree of two bedrooms. Over and under housed transfers by a degree of one bedroom shall also be considered on a case by case basis for reasons of good cause. Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, award of custody (permanent or temporary custody greater than six (6) months), reconciliation of separated co-heads, return of a minor to legal custody of the household, or for approved medical or disability purposes.

If the Owner determines a resident family is over or under housed, the Owner will inform the resident in writing that when a unit of proper size becomes available, the Resident will have to move. The resident will receive at least 30 days' notice of the date by which the transfer must be complete.

6. Emergency Transfers

HANH may permit or require a transfer in emergencies, such as severe medical needs, upon approval of the Executive Director or her designee.

CARES – Brookside Phase II and Rockview Phase 1 Rental – the following preferences was approved by the ECC/HANH Board of Commissioners via Resolution # 11-225/11-R and Resolution # 01-02/13-S respectively: The following modifications will be made to the ECC/HANH ACOP specific to the Brookside Phase 2 and Rockview Phase 1 Rental Mixed Finance Development:

- An admission preference for “working families” for all PBV units;
- An admission preference for former and current West Rock residents for all ACC units will apply pursuant to the agreement between the Tenant Resident Council (“TRC”) for West Rock and the Developer and is as follows:
 - **First preference** –all residents of Brookside at the time of the execution of the Memorandum of Agreement (MOA) (7/17/1999) between TRCs of West Rock and ECC/HANH by order of when people initially moved into the development,

- **Second preference**—all residents of Rockview at the time of the execution of the MOA between TRCs of West Rock and ECC/HANH,
 - **Third preference**—all residents of Westville Manor or Ribicoff_Cottages at the time of the execution of the MOA between TRCs of West Rock and ECC/HANH,
 - **Fourth preference**—applicants in accordance with all other preference set forth in the ACOP.
- In accordance with the MOA, all relocated residents that are in “good standing” as defined in the ACOP will be permitted to exercise their right to return.
 - Accessible vacant units shall be offered first to former residents of West Rock with a disability that qualifies them for the units, in order of the preferences, then to families on the Authority’s transfer waiting list, then to families on the Authority’s accessible waiting list.
 - Returning residents that voluntarily accept a PBV unit will be provided with same transfer rights as other ACC residents.
 - In the event of a conflict between the Declaration of Restrictive Covenants, the Regulatory and Operating Agreement, the Mixed Finance ACC Amendment any deal-specific management documents and this ACOP those documents shall control. Provided however that in all events notwithstanding anything in this addendum to the contrary the applicable public housing requirements shall control.
 - Income tiering in accordance with the ACOP such that 100 percent of the public housing units shall be rented to households with annual income at or below 30 percent of area median income.
 - Rent determination for returning families will continue to be done in accordance with ECC/HANH’s Rent Simplification Policies under ECC/HANH’s Alternative Rent Determination Policy.
 - Rent determination for all new admissions shall be done in accordance with HUD regulations at 24 CFR Part 5.
 - Flat Rent determination for new families shall be done annually.
 - CARES (Caring About Resident Economic Self-Sufficiency) as further defined in Exhibit C attached hereto.
 - Definition of “Tenant in Good Standing” for “returning residents” who have preference are as follows (i) ECC/HANH deems a household not to be in good standing if ECC/HANH has taken legal action against the household and has obtained an execution for possession, allowing it to evict the household. At this stage of the legal process, all rights to cure the lease violation have been exhausted, and so have the appeals processes through both the Housing Court and the Housing Authority’s internal grievance procedure; (ii) Households which have reached court-stipulated agreements with the Housing Authority to cure lease violations (such as nonpayment of rent) are considered to be in good standing as long as they abide by the terms of the stipulated agreement; (iii) Households which have received a pre-termination notice or notice to quit or are at any subsequent stage of eviction process are still considered to be in “good standing” for the purposes of the MOA until they have “exhausted all rights to cure and appeals”, this means that households under eviction remain in good standing until ECC/HANH obtains an execution for eviction.

In addition, the policies governing the 122 Wilmot Road development were approved via Resolution 12-243/11-R and included the following: Thirteen (13) PBV units will be designated for the elderly with preference for former West Rock residents pursuant to the agreement between the Tenant Resident Council (“TRC”) for West Rock and the Developer and is as follows:

THE PREFERENCE SYSTEM

- a) An Admission preference does not guarantee admission.
- b) Preferences establish the order of applicants on the waiting list.
- c) Every applicant must still meet the Wilmot Crossing at West Rock’s Selection Criteria as set forth in the ACOP before being offered an apartment.
- d) Verification must be submitted in order to be given a preference.

- e) Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (prior to execution of a lease), have the oldest application date on the waiting list for the size and type of unit sought.
- f) An admission preference for the thirteen (13) Project Based Section 8 (PBV) units are set forth below:
 - a. The thirteen (13) PBV units are designed Elderly Only.
 - i. Preference for these 13 PBV units are as follows:
 1. First preference - all residents of Brookside at the time of the execution of the Memorandum of Agreement (MOA) (7/17/1999) between TRCs of West Rock and ECC/HANH by order of when people initially moved into the development;
 2. Second preference - all residents of Rockview at the time of the execution of the MOA between TRCs of West Rock and ECC/HANH;
 3. Third preference - all residents of Westville Manor or Ribicoff Cottages at the time of the execution of the MOA between TRCs of West Rock and ECC/HANH;
 4. Fourth preference - applicants in accordance with all other preference set forth in the ACOP.
- g) Within the aforementioned preferences, the following preferences will prevail:
 - a. Displaced Persons as defined under Section II Housing Glossary Terms of the ACOP.
 - b. Documented victims of domestic violence, dating violence or stalking.
 - c. Local preference based on Income Targeting 24 CFR 960.202. The Owner and ECC/HANH have agreed pursuant to the Regulatory and Operating Agreement.
- h) Accessible vacant units shall be offered first to former residents of West Rock with a disability that qualifies them for the units, in order of the preferences, then to a family on the Authority's transfer waiting list, then to the Authority's accessible waiting list.
- i) Returning residents that voluntarily accept a PBV unit will be provided with same transfer rights as other ACC residents.
- j) In the event of a conflict between the Declaration of Restrictive Covenants, the Regulatory and Operating Agreement, the Mixed Finance ACC Amendment, any deal-specific management documents and this ACOP, those documents shall control. Provided however, that in all events notwithstanding anything in this addendum to the contrary, the applicable public housing requirements shall control.
- k) Income tiering in accordance with the ACOP such that 100% percent of the public housing units shall be rented to households with annual income at or below 30 percent of area median income and that public housing units shall be leased to families with income above 30 percent of the area median income if households below 30% area median income are not available and eligible for occupancy so that vacant units are not unoccupied.
- l) Rent determination for returning families will continue to be done in accordance with ECC/HANH's Rent Simplification Policies under ECC/HANH's Alternative Rent Determination Policy.
- m) Rent determination for all new admissions shall be done in accordance with HUD regulations at 24 CFR Part 5.
- n) Flat rent determination for new families shall be done annually.

Appendix 8

CHNCT Hardship Policy

Community Health Network of CT (CNHCT)

Hardship Policy

Families receiving housing support under this initiative are identified by the insurer as in need of housing stability to support medical goals. Families are not currently receiving subsidy and would volunteer for this time limited support. Upon enrollment, families consent to the fact that support is for a maximum of 24 months. Families receive intensive case management support from the insurer care management team. This support includes identifying permanent housing options.

Rent portion will be calculated per ECC/HANH's Rent Simplification Policy. Consistent with that policy, prior to imposition of any change in rent, the household will be provided with advanced notice as required by their lease and/or governing documents.

Households that are notified of a rent increase will also be informed, in writing, of their ability to seek a waiver based in financial hardship provided that the hardship is related to extraordinary deductions or extraordinary cost of living (rent, utilities, medical expenses, childcare expenses). Families meeting minimum rent criteria who seek adjustment of their rent shall be considered through the agency's Minimum Rent policy.

Hardship Criteria

The following criteria will trigger a review for consideration of a Hardship.

- Extraordinary Cost of Living:

In the CNHCT program, a hardship review will be conducted if the monthly total shelter cost (rent plus utilities), when combined with un-reimbursed monthly medical, disability, and dependent costs, exceeds forty percent (40%) of a household's monthly income (monthly income is defined as annual income divided by twelve).

- Medical, Disabled Expenses of \$6,000.00 or more:

In the CHNCT program, hardship review may be conducted if a household's total unreimbursed medical, disability, and dependent expenses of \$6,000.00 or more per year. This includes the full cost of Medicare and private insurance.

Rent adjustments will be made consistent with the Authority's Rent Simplification Policy. All requests for Hardship Review shall be referred to and reviewed by the Hardship Committee. Should a resident request hardship review but fail to attend the scheduled meeting, one opportunity to reschedule will be provided. If the resident fails to attend the second scheduled appointment no further attempts to reschedule will be made and ECC/HANH will determine that no hardship exists.

Persons with disabilities always remain the right to request Reasonable Accommodations consistent with the Authority's Reasonable Accommodations Policy.

Hardship Review

All requests for Hardship Review shall be forwarded to the Hardship Review Committee. The Hardship Review Committee shall consist of the Executive Director or his/her designee, the Senior VP of Operations or his/her designee and the Director of Community and Economic Development or his/her designee. At the family's option, the Hardship Review Committee may include one (1) participant of ECC/HANH who is in good standing.

Requests for exemption from Minimum Rent shall be reviewed consistent with the Authority's Minimum Rent Policy. The participant's assistance cannot be terminated for nonpayment of minimum rent while participant's Application for Exemption from Minimum Rent is pending or during the 90-day period of suspension, whichever is longer.

The Hardship Review Committee will review the circumstances surrounding the request and determine if the request is temporary, long term or nonexistent. All letters concerning Hardship Review Committee determinations shall state that any participant who disagrees with the decision may request an informal hearing in accordance with ECC/HANH's hearing procedures, a copy of which will be included with the written decision. In cases where a hearing is sought, no action shall be taken by ECC/HANH until the grievance process is completed.

Transition from CHNCT Program

Families enrolling in this program do so with the understanding that it is a 24-month period of housing support. Case management services will assist the family to be prepared to transition to market rent/nonsubsidized, to access permanent

subsidized housing and to ensure all applicable benefits are accessed. ECC/HANH waitlists are continually open and families will be encouraged to apply.

Families that move to the top of the ECC/HANH or any other subsidized waitlist shall be able to terminate participation in the CHNCT funded housing support and access housing offered. Family care management will continue through CHNCT.

Families will be supported by ECC/HANH Relocation Team in identifying affordable housing options upon transition from the program.

Families that are deemed unready to transition to unsubsidized housing can be afforded one (1) 6-month extension.

Appeal Process

A family who receives an adverse finding from ECC/HANH regarding the CHNCT Program has the right to appeal to ECC/HANH under the Authority's Grievance Process.

Appendix 9

Significant Amendments to 2023 MTW Plan as Required Under the Rental Assistance Demonstration Program for 60 Day Milestone

Significant Amendments to 2023 MTW Plan as Required Under the Rental Assistance Demonstration Program for 60 Day Milestone

Rental Assistance Demonstration (RAD) authorized by the Consolidated and Further Continuing Appropriations Act, allows for the conversion of assistance under the public housing, Rent Supplement, Rental Assistance (RAD), and Moderate Rehabilitation (Mod Rehab) programs to long term, renewable assistance under Section 8. As provided in the Federal Register notice that HUD published on March 8, 2012, at 77 FR 14029, RAD has two separate components. RAD allows projects funded under the public housing and Mod Rehab programs to convert to long term Section 8 rental assistance contracts.

ECC/HANH applied for and received a RAD assistance portfolio award to convert Essex Townhouses, Westville Manor, Crawford Manor, Farnam Courts, Ribicoff Cottages and Ribicoff Cottages Extension, Townhomes at Eastview Terrace (EVT), 122 Wilmont Crossing, McConaughy Terrace, McQueeney Towers, Fairmont Heights, Ruoppolo Manor and Winslow Celentano. ECC/HANH received approval for the remaining developments on January 29, 2014 for aggregate total of 1330 RAD units. The authority requested and HUD has approved a swap of assets under its portfolio award. As such, the RAD award will be as follows upon approval: Ribicoff Cottages and Ribicoff Extensions, Farnam Courts, Eastview Terrace Phase 1, Wilmont Crossing, McQueeney, Fairmont, Ruoppolo Manor, Celentano, Wolfe, Prescott Bush, Waverly, Valley, Constance Baker Motley, Newhall Gardens, Katherine Harvey, Fulton Park, and Stanley Justice. ECC has also been awarded a RAD for the conversion of Westville Manor.

ECC/HANH applied for private activity tax exempt bonds from the State of Connecticut during FY 2017 and FY 2018 and applied for 9% Low Income Housing Tax Credit in FY2017, FY 2018, FY2020, and FY 2022 as well. ECC/HANH also applied for financing from FHA in 2017, FY 2018, FY 2019, and FY 2022 as well. Elm City Communities submitted an application for and received approval for the conversion of Westville Manor and may submit an application for the conversion for Crawford Manor. Essex Townhomes are no longer a part of the RAD portfolio award.

Previously, ECC/HANH received four CHAPs dated January 29, 2014 for the following developments:

- PIC Development CT004000074 Town Homes at Eastview Terrace
- PIC Development CT004000078 Wilmont Crossing
- PIC Development CT004000003 Ribicoff Cottages
- PIC Development CT004000014 Farnam Courts

ECC received four CHAPs dated March 27, 2015 for the following developments:

- **Monterey 1C**
- **Monterey Place Phase 2R**
- **Monterey 1B**

Subsequent to the receipt of the CHAPs cited above, ECC/HANH received 10 additional CHAPs dated July 19, 2016 for the following developments:

- PIC Development CT004000005 Waverly Townhouses
- PIC Development CT004000006 Katherine Harvey Terrace
- PIC Development CT004000007 Newhall Gardens
- PIC Development CT004000008 Prescott Bush Mall
- PIC Development CT004000009 Constance B. Motley
- PIC Development CT004000011 Charles T. McQueeney

- PIC Development CT004000012 Winslow Celentano Apts
- PIC Development CT004000013 Robert T. Wolfe
- PIC Development CT004000015 Matthew Ruoppolo Manor
- PIC Development CT004000021 Waverly Townhouses

Subsequent to the receipt of these CHAPs, ECC received:

- A modified many-to-one CHAP dated July 26, 2017 that consolidated Katherine Harvey Terrace, Newhall Gardens, Prescott Bush and Constance Baker Motley into a single CHAP for the conversion of 144 units
- A modified CHAP for 71 dated December 21, 2017 that combined Stanley Justice with Waverly and Fulton Park and segregated 40 units at Valley from Waverly into a separate CHAP.
- A new CHAP for the conversion of 142 at Westville Manor dated May 2, 2017
- A 40 unit CHAP for Waverly B (Valley Townhomes) which included an 8 unit CAT for the development of offsite units at the to be developed Westville Manor.

Most recently, ECC/HANH received a CHAP for the following Project:

- PIC Development CT0040000021 St Anthony phase 2 known as Multi-Family Scattered Site consisting of 88 units.

Within 60 days of the CHAP issuance, PHAs must submit:

- The significant amendment to its Annual/Five Year Plan. See section 1.5E and Attachment 1D of the RAD Notice.
- The PHA's decision whether the project will convert its assistance to PBV or to PBRA. For conversions to PBV, where the PHA does not administer a Housing Choice Voucher program, the PHA must submit a signed letter from a voucher agency evidencing their willingness to administer the PBVs.

The information set forth below are the items that must be covered in a PHAs Significant Amendment request or MTW's revision to the MTW plan:

1. Description of the Units to be Converted

During FY2014, ECC/HANH received notice on January 29, 2014 of its award of a RAD for Ribicoff Cottages and Ribicoff Cottages Extensions. Below, pursuant to

Attachment 1D: Requirements for RAD-Specific Significant Amendment submissions are the details concerning Ribicoff Cottages and Extension, Farnam Courts and Wilmot Crossing and Eastview Terrace. It is anticipated that Farnam Courts will be separated into up to four separate CHAPs as set forth below. It should also be noted that Ribicoff Cottages, a 4 Percent Low Income Tax Credit component and a 9 Percent LIHTC component, was converted during FY 2015. Westville Manor will be redeveloped utilizing off-site parcels and in multiple phases.

The following units have been or will be converted under the RAD Portfolio Award:

A Description of Units to be Converted								
Development Name	Type	0	1	2	3	4	5	Total Bedroom
Ribicoff Cottages & Exts	Elderly/ Disabled	16	84					100
Farnam Courts	Family		7	134	71	23		235
Eastview Terrace	Family		19	31	3			53
Wilmot Crossing	Elderly/ Disabled		32	2				34
McQueeney	Elderly/ Disabled	127	22					149
Fairmont Heights	Elderly/ Disabled	43	55	0				97
Matthew Ruoppolo Manor	Elderly/ Disabled	71	32	1				104
Winslow Celentano	Elderly/ Disabled	32	32					64
C.B. Motley	Elderly	8	37					45
Katherine Harvey	Elderly		17					17
Fulton Park	Family				12			12
Stanley Justice	Family				8			8
Newhall Gardens	Elderly		26					26
Prescott Bush	Elderly	22	27	7				56
Robert T. Wolfe	Elderly/ Disabled	77	13	2				92
Valley	Family			8	16	13	3	40
Waverly	Family			21	20	10		51
Westville Manor	Family		15	46	60	14	7	142
Monterey 1B	Family/ Elderly	85	83	26	14	2		210
Monterey 1C	Family		7	20	12	3		42
Monterey 2R	Family		8	15	3	2		28
McConaughy Terrace	Family		10	148	28	10		196
St Anthony II	Family				88			88

2. Any Changes in the Number of Units that are Proposed to be Converted

The changes below set forth the proposed changes in the number of units that are being proposed as part of the conversion. The chart also shows the proposed changes in the bedroom distribution of each RAD development in the portfolio award. Note that all of the housing types for all RAD developments will remain unchanged with

the exception of Ribicoff Cottages and Extension. Ribicoff Cottages is currently an Elderly/Disabled development. After conversion, it will be both Family and Elderly/Disabled. There will be 95 RAD units after conversion at the development. 55 will be Family and 40 will be Elderly/Disabled.

Proposed Changes in Number of Units									
Development Name	Census Tract	Type	0	1	2	3	4	5	Total Bedroom
Ribicoff Cottages & Exts	1413	Elderly/Disabled		45	45	12	3		106
Farnam Courts Phase 1 onsite	1421	Family		24	125	65	14		228
McQueeney	1420	Elderly/Disabled	127	22					149
Fairmont Heights	1427	Elderly/Disabled	43	54	0				97
Matthew Ruoppolo Manor	1424	Elderly/Disabled	71	32	1				104
Winslow Celentano	1422	Elderly/Disabled	32	32					64
Robert T. Wolfe	1402	Elderly/Disabled	77	13	2				92
Valley	1412	Family			8	16	13	3	40
Waverly	1408	Family			21	20	10		51
McConaughy Terrace	1421	Family		10	148	28	10		196
St Anthony's II	1426	Family				88			88

3. Changes in Policies that Govern Eligibility, Admission, Selection and the Occupancy of Units After Conversions

Occupancy at ECC’s Low Income Housing Tax Credit RAD development shall be governed by the guidelines outlined in Chapter 19, Section 4 of the agency’s Administrative Plan, which reads as follows:

Applicants who will occupy units with PBV/RAD assistance must be selected according to the corresponding Admission and Continued Occupancy Plan (ACOP) and/or Housing Choice Voucher Administrative Plan for each development. Once those Waiting Lists have been exhausted, the development will establish a site based PBV/RAD Waiting List.

The table below summarizes the Waiting List preferences that have been established for certain developments at the time the development activities were approved. As additional RAD/PBV developments are brought online, the table will be updated accordingly.

Note: For LIHTC or RAD/PBV units with accessible features, selection will be given to existing residents, with a Reasonable Accommodation preference, who need an accessible unit and then to applicants on the ECC/HANH Accessible Waiting List.

Development	Waiting List Selection
Eastview Terrace I RAD	<ol style="list-style-type: none"> 1) Eastview Terrace Right To Return Residents 2) Eastview Terrace I Public Housing Waiting List 3) HCV Waiting List 4) Eastview Terrace RAD Site Based Waiting List
Eastview Terrace PBV	<ol style="list-style-type: none"> 1) HCV Waiting List 2) Eastview Terrace PBV Waiting List
Farnam Courts Onsite and Off-Site (Fair Haven Eastview and Chatham)	<ol style="list-style-type: none"> 1) Farnam Right to Return Residents 2) Farnam Public Housing Waiting List 3) HCV Waiting List 4) Fair Haven RAD Site Base Waiting List
Wilmont Crossing RAD	<ol style="list-style-type: none"> 1) West Rock Right to Return Residents 2) Wilmont Crossing Public Housing Waiting List 3) HCV Waiting List 4) Wilmont Crossing Site Based Waiting List
Wilmont Crossing-PBV	<ol style="list-style-type: none"> 1) HCV Waiting List 2) Wilmont Crossing Site Based Waiting List
Ribicoff/Twin Brook – RAD	<ol style="list-style-type: none"> 1) Ribicoff Right to Return Residents 2) Returning West Rock Residents 3) Public Housing Site Based Waiting Lists 4) HCV Waiting List 5) Twin Brook Site Based Waiting List
Westville Manor	<ol style="list-style-type: none"> 6) Westville Manor Right to Return Residents 7) Returning West Rock Residents 8) Public Housing Site Based Waiting Lists 9) HCV Waiting List 1) Westville Manor Site Based Waiting List
C.B. Motley	<ol style="list-style-type: none"> 1) Motley Right to Return Residents (if applicable)

	<ol style="list-style-type: none"> 2) Motley Site Based Wait List 3) HCV Waiting List 4) Motley RAD Site Based Waiting List
Katherine Harvey	<ol style="list-style-type: none"> 1) Harvey Right to Return Residents (if applicable) 2) Harvey Site Based Wait List 3) HCV Waiting List 4) Harvey RAD Site Based Waiting List
Newhall Gardens	<ol style="list-style-type: none"> 1) Newhall Right to Return Residents (if applicable) 2) Newhall Site Based Wait List 3) HCV Waiting List 4) Newhall RAD Site Based Waiting List
Monterey Place-RAD	<ol style="list-style-type: none"> 1) Current Monterey LIPH Wait List 2) HCV Wait List 3) Monterey RAD Site Based Wait List
Prescott Bush	<ol style="list-style-type: none"> 1) Bush Right to Return Residents (if applicable) 2) Bush Site Based Wait List 3) HCV Waiting List 4) Bush RAD Site Based Waiting List
Stanley Justice Landing - RAD	<ol style="list-style-type: none"> 1) Stanley Justice Right to Return Residents (if applicable) 2) Scattered Site Based Wait List 3) HCV Waiting List 4) Stanley Justice RAD Site Based Waiting List
Fulton Park - RAD	<ol style="list-style-type: none"> 5) Fulton Park Right to Return Residents (if applicable) 6) Scattered Site Based Wait List 7) HCV Waiting List 8) Fulton Park RAD Site Based Waiting List
76 Glen Haven - RAD	<ol style="list-style-type: none"> 1) 76 Glen Haven Right to Return Residents (if applicable) 2) Scattered Site Based Wait List 3) HCV Waiting List 4) 76 Glen Haven Site Based Waiting List
McQueeney Towers - RAD	<ol style="list-style-type: none"> 1) McQueeney Towers Right to Return Residents (if applicable)

	<ol style="list-style-type: none"> 2) McQueeney Towers LIPH Wait List 3) HCV Waiting List 4) McQueeney Towers RAD Site Based Waiting List
Winslow Celentano - RAD	<ol style="list-style-type: none"> 1) Winslow Celentano Right to Return Residents (if applicable) 2) Winslow Celentano LIPH Wait List 3) HCV Waiting List 4) Winslow Celentano RAD Site Based Waiting List
Robert T Wolfe - RAD	<ol style="list-style-type: none"> 1) Robert T. Wolfe Right to Return Residents (if applicable) 2) Robert T. Wolfe LIPH Wait List 3) HCV Waiting List 4) Robert T Wolfe Site Based Waiting List
Matthew Ruoppolo Manor - RAD	<ol style="list-style-type: none"> 1) Matthew Ruoppolo Manor Right to Return Residents (if applicable) 2) Matthew Ruoppolo Manor LIPH Wait List 3) HCV Waiting List 4) Matthew Ruoppolo Manor Site Based Waiting List
Fairmont Heights - RAD	<ol style="list-style-type: none"> 1) Fairmont Heights Right to Return Residents (if applicable) 2) Fairmont Heights LIPH Wait List 3) HCV Waiting List 4) Fairmont Heights RAD Site Based Waiting List
Valley	<ol style="list-style-type: none"> 1) Valley Right to Return Residents (if applicable) 2) Valley Site Based Wait List 3) HCV Waiting List 4) Valley RAD Site Based Waiting List
Waverly	<ol style="list-style-type: none"> 1) Waverly Right to Return Residents (if applicable) 2) Waverly Site Based Wait List 3) HCV Waiting List 4) Waverly RAD Site Based Waiting List

McConaughy Terrace	<ol style="list-style-type: none"> 1) McConaughy Terrace Right to Return Residents (if applicable) 2) McConaughy Terrace Site Based Wait List 3) HCV Waiting List 4) McConaughy Terrace RAD Site Based Waiting List
St Anthony 2 (Multi-family Scattered Sites)	<ol style="list-style-type: none"> 1) St. Anthony 2 Right to Return Residents (if applicable) 2) St. Anthony 2 Site Based Wait List 3) St. Anthony 2 Waiting List 4) St. Anthony 2 RAD Site Based Waiting List

Local Preferences [24 CFR 982.207; HCV p. 4-16]

Preferences at this project will comply with HANH’s Administrative Plan, **Chapter 17 Project-Based Vouchers** which states:

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units).

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

The following standard HCV preferences apply to all LIHTC/PBV/RAD developments and will apply for Waiting List selection.

Preferences apply to the below families in the stated order. Waiting List selection and Resident transfers to LIHTC developments must comply with the LIHTC income guidelines.

1. Displaced by Government Action, including from buildings condemned for health and safety reasons, and including from ECC/HANH public housing units undergoing demolition/disposition, if such action is under a Uniform Relocation Act (URA);
2. Claiming protections under the Violence Against Women Act (VAWA), including families residing in a ECC/HANH public housing unit where no suitable alternative unit is available;
3. In a documented Witness Protection Program;
4. Currently residing in a ECC/HANH public housing unit, who are in a situation involving crime and safety, where transfer of a current Low Income Public Housing family to another public housing development does not meet the needs of ECC/HANH public housing residents due to other situations involving crime and safety; and,

5. Currently residing in a ECC/HANH public housing unit, who require an accessible unit as a reasonable accommodation where ECC/HANH or Owner is unable to accommodate the need through the transfer to another ECC/HANH public housing unit or unit within the Owner's development.

HANH's preferences will be structured to give preference to families who need the supportive services offered at a particular development.

Admission Preferences for RAD Project Based Voucher Units

Only elderly families may be admitted to units or buildings covered by a HUD approved Elderly Housing Designation Plan prior to date of conversion to project based rental assistance. The buildings and units covered by a HUD-approved elderly housing designation plan are set forth below.

When there are insufficient Elderly families on the waiting list, Near Elderly families (head or household or spouse ages 50 to 61) may receive a priority for this type of unit if the approved Plan for designation so specified.

The Owner must give preference to Elderly families and Disabled families equally in determining priority for admission to following development that were classified as Mixed Population developments prior to conversion: Charles McQueeney, Fairmont Heights, Ruoppolo Manor, Robert T. Wolfe, and Winslow Celentano. The owner must provide preference for the Elderly for the following units and unit mix at Elderly Designated developments.

Elderly Designated Unit Mix Prior to Conversion to Project-based Rental Assistance

NUMBER OF BEDROOMS	0	1	2	3	4	5	6	TOTAL
Prescott Bush	20	25	5	0	0	0	0	50
Katherine Harvey Terrace	0	12	0	0	0	0	0	12
Newhall Gardens	0	23	0	0	0	0	0	23
C.B. Motley	8	34	0	0	0	0	0	42
122 Wilmot		25	1					26
TOTAL	28	119	6	0	0	0	0	153

The Owner may not establish a limit on the number of Elderly families or Disabled families who may be accepted for occupancy in a development that was Mixed Population development prior to conversion. In selecting Elderly families and Disabled families to occupy units in mixed population developments, the owner must first offer units that have special accessibility features for persons with disabilities to families who include persons with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of this Part 24 CFR title).”

Waiting Lists for Converted Units

The Owner shall use the PHA site based waiting for each developments list used by it prior to conversion for the selection of occupants post-conversion, except for units that have special accessibility features for persons with disabilities who require the accessibility features of such units (see §§ 8.27 and 100.202 of Part 24 CFR).”

Occupants of units with accessibility features shall be selected from (1) a current occupant of another unit of the same project, or comparable projects under common control, having disabilities requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then (2) to an eligible qualified applicant on the Agency wide Accessible Waiting List having a disability requiring the accessibility features of the vacant unit.

With respect to units where preference for occupancy shall be to the elderly or to the elderly and disabled on an equal basis, the Authority shall transfer each site based waiting list to the owner and the Owner shall manage each list in accordance with the Authority-approved resident selection plan. The Owner shall select occupants from these lists until all applicants on these lists shall have been either offered a unit, withdrawn or removed, or rejected for admission. The Owner shall maintain its site based waiting list once these requirements have been meet.

3. 4. Transfer of Assistance at Time of Conversion

Only three RAD projects have been identified as including a Transfer of Assistance: Farnam Courts RAD project where up to one hundred forty-eight (148) of the 228 RAD, PBVs will be transferred to other properties as shown in the table above, Westville Manor where 62 units will be transferred offsite to Rockview 2, and Valley Townhomes (Waverly Townhomes B) where 8 units will be transferred offsite,

5. Indication of Compliance with Voluntary Compliance Agreement

July 9, 2007, ECC/HANH entered a Voluntary Compliance Agreement (VCA) regarding complying with federal and state accessible standards. Compliance with the VCA will not be negatively impacted by the conversion activities.

6. All Other Required Information

ECC/HANH will post the revisions to the MTW Annual Plan as required by ECC/HANH's Amended and Restated Moving to Work Agreement. ECC/HANH will include all comments received and addressed prior to finalizing these Significant Amendments.

7. MTW Fungibility

ECC/HANH will use its MTW Fungibility to provide assistance for three (3) ~~two (2)~~ RAD projects; Farnam Courts, 228 units; Ribicoff Cottages and Extensions, 95 units, and St Anthon y's II (Scattered Site Multifamily). We estimate that the average assistance per unit will be \$400.00 for a total monthly assistance of \$129,200.00. With an average estimated voucher payment of \$ 980.00 per month/per family providing assistance to the 411 ~~323~~ RAD units would be the equivalent of 132 vouchers. ECC/HANH's baseline number of units for which it must maintain service is 4,827 units. Currently, ECC/HANH serves 5,436 units; therefore, using our fungibility to assist these RAD units will not negatively impact our ability to meet our continuing service level requirements.

8. Reduction in the Capital Budget as a Result of RAD Conversion

ECC/HANH will include language specifying the reduction of Capital Fund Budget grants as a result of converting the ACC units to RAD.

- a. Current Capital Fund Grant associated with the developments that have been converted or will be converted to RAD is as follow:

DEVELOPMENT NAME	ESTIMATED REDUCTION IN CFP
Ribicoff Cottages & Extensions	\$127,927
Farnam Courts	\$305,746
McQueeney Towers	\$178,976
Fairmount Heights	\$119,736
Matthew Ruoppolo	\$128,377
Robert T. Wolfe	\$110,612
Newhall Gardens	\$ 32,968
Chamberlin/Fulton	\$ 17,761

C.B. Motley	\$ 57,231
Prescott Bush	\$ 69,596
Winslow Celentano	\$ 78,785
Valley	\$ 63,765
Waverly	\$ 81,301
Stanley Justice	\$
Westville Manor	\$256,712
Eastview Terrace Phase 1	\$41,450
Wilmont Crossing	\$20,393
Monterey Phase 1B	\$194,489
Monterey Phase 1C	\$33,217
Monterey Phase 2R	\$22,331
McConaughy Terrace	\$599,181
St Anthony II (88 Units Scattered Site Multifamily)	\$155,364

ECC/HANH defeased bonds in 2018 to ensure it would meet its 2 to 1 CFP to debt service requirements debt service payments up to 2020 and 3 to 1 after 2020. This most recent defeasance included the assumption that Waverly Townhouses AMP, which includes 92 units and two separate developments known as Waverly Townhomes and Valley Townhomes, would be converted and the CFP funding not included in the defeasance calculation. Note that the defeasance analysis only assumes an annual CFP allocation of \$1.1 million through 2025.

ECC/HANH is currently completing an updated feasibility analysis to ensure that debt service ratios are maintained past the conversion of McConaughy Terrace and St Anthony's 2 (Scattered Site Multi-family).

9. St Anthony's II/Scattered Site Multifamily Development

ECC/HANH has applied for and received A RAD awards for St. Anthony’s II aka Scattered Site Multifamily AMP to convert these Low Income Public Housing units to RAD project based Vouchers in January 2022.

St. Anthony’s II aka Scattered Site Multifamily are a series of scattered site multifamily dwellings located in the Fair Haven East neighborhood and located within Census Tracts 1426 and 1427. These various locations were acquired by ECC/HANH in the 1990s early 2000s to provide family units in non-impacted census tracts. All 88 units consist of 3-bedrooms each. Under this RAD conversion, ECC/HANH, through its development instrumentality The Glendower Group, will complete a mixed finance substantial rehabilitation of these units that will include new roofs, exterior siding, windows, kitchens, windows, baths, flooring and other interior upgrades. The level of upgrades required was not feasible if these units remained in the LIPH program.

As part of this conversion, please note that it will not include any permanent relocation as proposed interior work can be completed on a short term basis. In addition, there will be no changes to the bedroom mix and no reduction of units.

ECC/HANH has received a CHAP dated December 2021 which included 88 units within the larger St Anthony’s II AMP PIC Development CT0040000021. The separate site locations are detailed below.

Development	Address	LIPH Units	AMP Number	Year Built	Total Acreage	# of Bldgs
David Echols Ct	23 Chamberlain St, Apts A-J	10	CT0040000021	1994	0.56	2
Kingswood I	1378 Quinnipiac	4	CT0040000021	1998	0.8	4
Kingswood II	56 Kingswood	8	CT0040000021	1999	2.18	8
St. Anthony I	1361 Quinnipiac Ave, Apts A-L	12	CT0040000021	1997	1.06	6
St. Anthony II	1363 Quinnipiac Ave, Apts A-P	16	CT0040000021	1998	2.38	8
Cornell Scott Ridge	425 Eastern Street, Apts A-P	32	CT0040000021	2000	1.66	16
63-73 Fulton St	63-73 Fulton Street	6	CT0040000021	2008	0.74	3

88

Within 60 days of the CHAP issuance, PHAs must submit:

- The significant amendment to its Annual/Five Year Plan. See section 1.5E and Attachment 1D of the RAD Notice.

The PHA's decision whether the project will convert its assistance to PBV or to PBRA. For conversions to PBV, where the PHA does not administer a Housing Choice Voucher program, the PHA must submit a signed letter from a voucher agency evidencing their willingness to administer the PBVs. Note that St. Anthony's II/Scattered Site Multifamily will convert to PBV.

The information set forth below are the items that must be covered in a PHAs Significant Amendment request or MTW's revision to the MTW plan:

Description of the Units to be Converted

During FY 2022, ECC/HANH received notice in December 2021 of RAD awards for St. Anthony's II/Scattered Site Multifamily development. As noted above, this is a conversion of the public housing operating subsidy to PBV Section 8. As part of this conversion there is no change to the bedroom mix, no permanent relocation, and no loss of units and does not include a Transfer of Assistance. The housing units will change ownership from ECC/HANH to its instrumentality, The Glendower Group, to allow for completion of a mixed finance LIHTC development to provide the funding to rehabilitate 88 units.

Any Changes in the Number of Units That Are Proposed as Part of the Conversion

As part of the conversion of the public housing subsidy to RAD PBV at St. Anthony's II/Scattered Site Multifamily will convert, there are no changes to the number of units, bedroom mix or housing type.

Changes in Policies that Govern Eligibility, Admission, Selection and the Occupancy of units after Conversions

As part of the RAD conversion, the property will receive RAD Project Based Vouchers for all residents currently receiving public housing operating subsidy. For new admissions to the now RAD units, ECC/HANH will qualify applicants in accordance to the PBV program requirements as detailed in its Administrative Plan. Concurrently, applicants will be qualified for Low Income Housing Tax Credit (LIHTC) program requirements in accordance with the property's Tenant Selection Plan. This Tenant Selection Plan has been in place prior to the RAD conversion and does not represent a change in the admissions policy. Residents will continue to have the same rights as they currently have as a public housing residents.

Transfer of Assistance at time of Conversion

There will not be a Transfer of Assistance at St. Anthony's II/Scattered Site Multifamily.

Indication of Compliance with Voluntary Compliance Agreement

July 9, 2007, ECC/HANH entered a Voluntary Compliance Agreement (VCA) regarding complying with federal and state accessible standards. All requirements have been met.

10. MTW Fungibility

ECC/HANH will use its MTW Fungibility to provide a permanent loan to assist with the redevelopment of the property for the 88 units at St. Anthony's II/Scattered Site Multifamily that are converting from the Low Income Public Housing operating subsidy to PBV Section 8. Current proposed rents are below FMR though above the established RAD rents for CT0040000021 which will require a small PBV MTW overhang that will be determined during the closing process..

11. In Accordance with 24 CFR Part 903 –

As part of the Public Notice informing the public of these Significant Amendments, ECC/HANH will include language specifying the reduction of Capital Fund Budget grants as a result of converting the ACC units to RAD.

Current Capital Fund Grant associated with St. Anthony's II/Scattered Site Multifamily is currently \$155,364 annually. The RAD conversion will impact existing CFFP to facilitate the RAD conversion because the Bond Indenture for CFFP Bonds requires that the amount of units of the ECC/HANH not fall below 5% of the baseline units. Bonds were defeased in 2018 and ECC/HANH estimates that it will not fall below the 5% threshold through 2025 and that additional defeasance is not necessary as a result of the conversion of St. Anthony's II/Scattered Site Multifamily. To assure ECC/HANH remains compliant, we are completed an updated defeasance study to review the impacts of the McConaughy Terrace and St. Anthony's II/Scattered Site Multifamily removal from the LIPH portfolio

12. All Other Required Information

ECC/HANH will post the revisions to the MTW Annual Plan as required by HANH's Amended and Restated Moving to Work Agreement. ECC/HANH will include all comments received and addressed prior to finalizing the Significant Amendments.

13. Cap on Mobility Transfer Voucher Related to RAD Conversion

No impact anticipated.

MEMORANDUM

DATE: June 21, 2022

TO: Board of Commissioners

FROM: Karen DuBois-Walton, President

RE: **RESOLUTION RESCINDING RESOLUTION NO. 10-84/21-R AND AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN TO ENTER INTO A HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT WITH CHRISTIAN COMMUNITY ACTION OR ITS AFFILIATED ENTITY FOR EIGHTEEN (18) PROJECT BASED UNITS FOR A TERM OF TEN (10) YEARS**

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #06-27/22R

TIMING: Immediately

DISCUSSION: Pursuant to Resolution ##10-84/21-R, the Board of Commissioners authorized the Authority to enter into a Housing Assistance Payment (HAP) Contract with Christian Community Action (CCA) for eighteen (18) Project Based Vouchers in connection with housing owned by CCA at 660 Winchester Avenue, which is the location of CCA's New HOPE initiative to assist families who are homeless or at risk of becoming homeless. The prior resolution assumed that Glendower would co-develop the subject location, and have an ownership interest in the real property ownership entity.

CCA has fully developed the subject property, and it is now or will soon be ready for occupancy by the targeted families. It has been determined that it is not necessary for Glendower to be a co-developer and have an ownership interest in the fully developed property.

Through its MTW initiative, ECC/HANH issued a Request for Proposals (RFP) for Housing Choice Voucher (HCV/Section 8) Project-Based Assistance program to Support the Development of Affordable Housing.

CCA responded to the RFP, and CCA's proposal was determined to be both responsive and responsible. The PBV units will be located at 660 Winchester Avenue, which property consists of 4-one-bedroom units, 12 two-bedroom units and 2-three-bedroom units.

This property will be used to house families who are homeless or at risk of becoming homeless. CCA will refer the families to ECC for determination of eligibility. There are certain requirements families must meet to be considered candidates to participate in this development, some of which are as follows:

- Meet at least once per week with a Family Coach for a home visit or in designated space;
- Complete program assessments with the Family Coach;
- Meet with the Employment Specialist to assess employment status and goals within seven days of move-in;
- Meet with the Child and Family Specialist to ensure that child(ren) is (are) connected to educational resources and are enrolled in school within seven days of move-in;
- Review Family Service Plan outlining accomplishments and goals; and
- Paying rent on time;
- Register and ensure attendance of children for school or other childcare programs;
- Actively explore or secure training or employment;
- Head of Household residents are required to work 20 hours or more and/or attend school or a training program for at least 20 hours a week.

This resolution is to (a) rescind Resolution ##10-84/21-R, and to authorize the HAP Contract with the award of eighteen Project Based Vouchers to CCA or its affiliated entity in connection with CCA's New HOPE initiative.

FISCAL IMPACT: Not to exceed \$281,736.00 annually

STAFF: Tim Regan
Housing Choice Voucher Manager

**Housing Authority of the City of New Haven
Resolution Number #06-27/22-R**

RESOLUTION RESCINDING RESOLUTION NO. 10-84/21-R AND AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN TO ENTER INTO A HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT WITH CHRISTIAN COMMUNITY ACTION OR ITS AFFILIATED ENTITY FOR EIGHTEEN (18) PROJECT BASED UNITS FOR A TERM OF TEN (10) YEARS

WHEREAS, pursuant to Resolution #10-95/20-R, the Board of Commissioners authorized the Authority to enter into a Housing Assistance Payment (HAP") Contract with Christian Community Action ("CCA") for eighteen (18) Project Based Vouchers in connection with housing owned by CCA at 660 Winchester Avenue, which is the location of CCA's New HOPE initiative to assist families who are homeless or at risk of becoming homeless; and

WHEREAS, Resolution #10-95/20-R assumed that Glendower would co-develop the subject location, and have an ownership interest in the real property ownership entity; and

WHEREAS, CCA has fully developed the subject property, and it is now or will soon be ready for occupancy by the targeted families; and

WHEREAS, it has been determined that it is not necessary for Glendower to be a co-developer and have an ownership interest in the fully developed property; and

WHEREAS, through its MTW initiative, ECC/HANH issued a Request for Proposals (RFP) for Housing Choice Voucher (HCV/Section 8) Project-Based Assistance program to Support the Development of Affordable Housing; and

WHEREAS, CCA responded to the RFP for its New Hope Housing Program (Project) for Existing Housing units per 24 CFR 983.3(b) and CAA's response was determined to be both responsive and responsible; and

WHEREAS, the PBV units will be located at 660 Winchester Avenue, which consists of 4-one-bedroom units, 12 two-bedroom units and 2-three-bedroom units and will be used to house families who are homeless or at risk of becoming homeless; and

WHEREAS, CCA will refer the families to ECC for determination of eligibility; and

WHEREAS, there are certain requirements families must meet to be considered candidates to participate in this development, some of which are as follows:

- Meet at least once per week with a Family Coach for a home visit or in designated space;
- Complete program assessments with the Family Coach;
- Meet with the Employment Specialist to assess employment status and goals within seven days of move-in;

- Meet with the Child and Family Specialist to ensure that child(ren) is (are) connected to educational resources and are enrolled in school within seven days of move-in;
- Review Family Service Plan outlining accomplishments and goals; and
- Paying rent on time;
- Register and ensure attendance of children for school or other childcare programs;
- Actively explore or secure training or employment;
- Head of Household residents are required to work 20 hours or more and/or attend school or a training program for at least 20 hours a week; and

WHEREAS, project-based assistance will be provided for 10 years, subject to the availability of funds and continuing Moving to Work authorization for the 18 units set forth in Exhibit A attached hereto; and

WHEREAS, the contract units and the proposed contract rents set forth in Exhibit A and attached hereto are within the reasonable rent limits established by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, ECC/HANH has determined that the Project satisfies all of the requirements for an award of project-based vouchers per 24 CFR Part 983.51, including a determination that the Project is eligible housing per 24 CFR Part 983.53 and 24 CFR 983.54, complies with the cap on the number of units per project per 24 CFR Part 983.56, and meets the site selection standards per 24 CFR Part 983.57; and

WHEREAS, that award of project-based vouchers for Existing Housing is exempt from subsidy layering review per 24 CFR Part 983.55(a); and

WHEREAS, the responsible entity (RE) has determined that the award of project-based vouchers for Existing Housing is categorically excluded or exempt from environmental review per 24 CFR Part 58.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, that:

1. Resolution # 10-84/21-R be and hereby is rescinded; and
2. The award of a HAP Contract to CCA or its affiliated entity for eighteen (18) Project Based Vouchers in connection with its New HOPE program located at 660 Winchester Avenue, New Haven, Connecticut, as identified and with contract rents as set forth in **Exhibit A** attached hereto, be and hereby is authorized and directed; and
3. The President be and hereby is authorized, empowered and directed to execute and deliver a HAP Contract consistent with the purposes and intent of this resolution, and to take any and all necessary action related or ancillary thereto; and
4. This Resolution shall take effect immediately.

[CERTIFICATION PAGE FOLLOWS]

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton
President & Secretary

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A

Contract Units and Contract Rent

Rent Reasonable Valuation

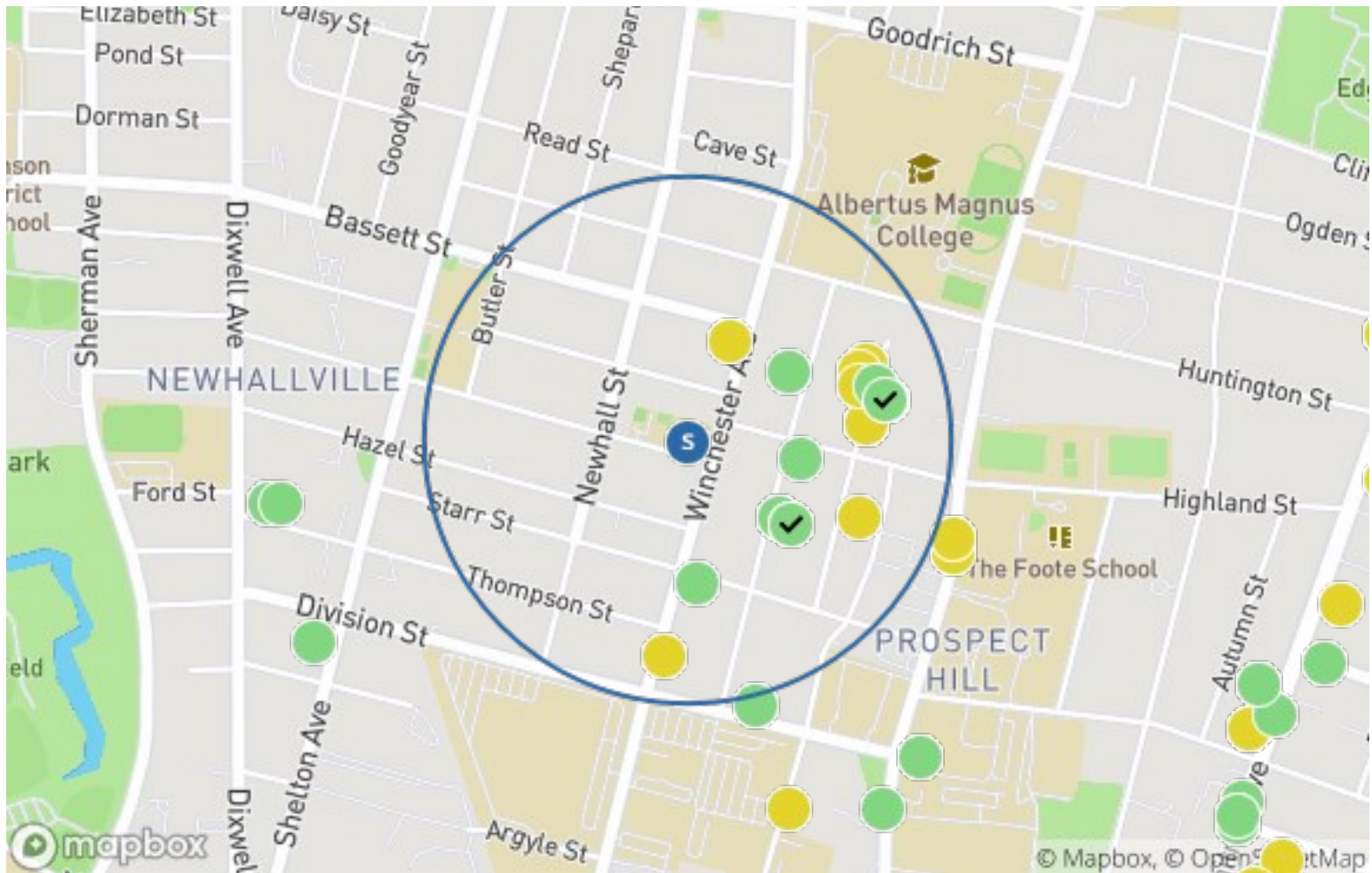
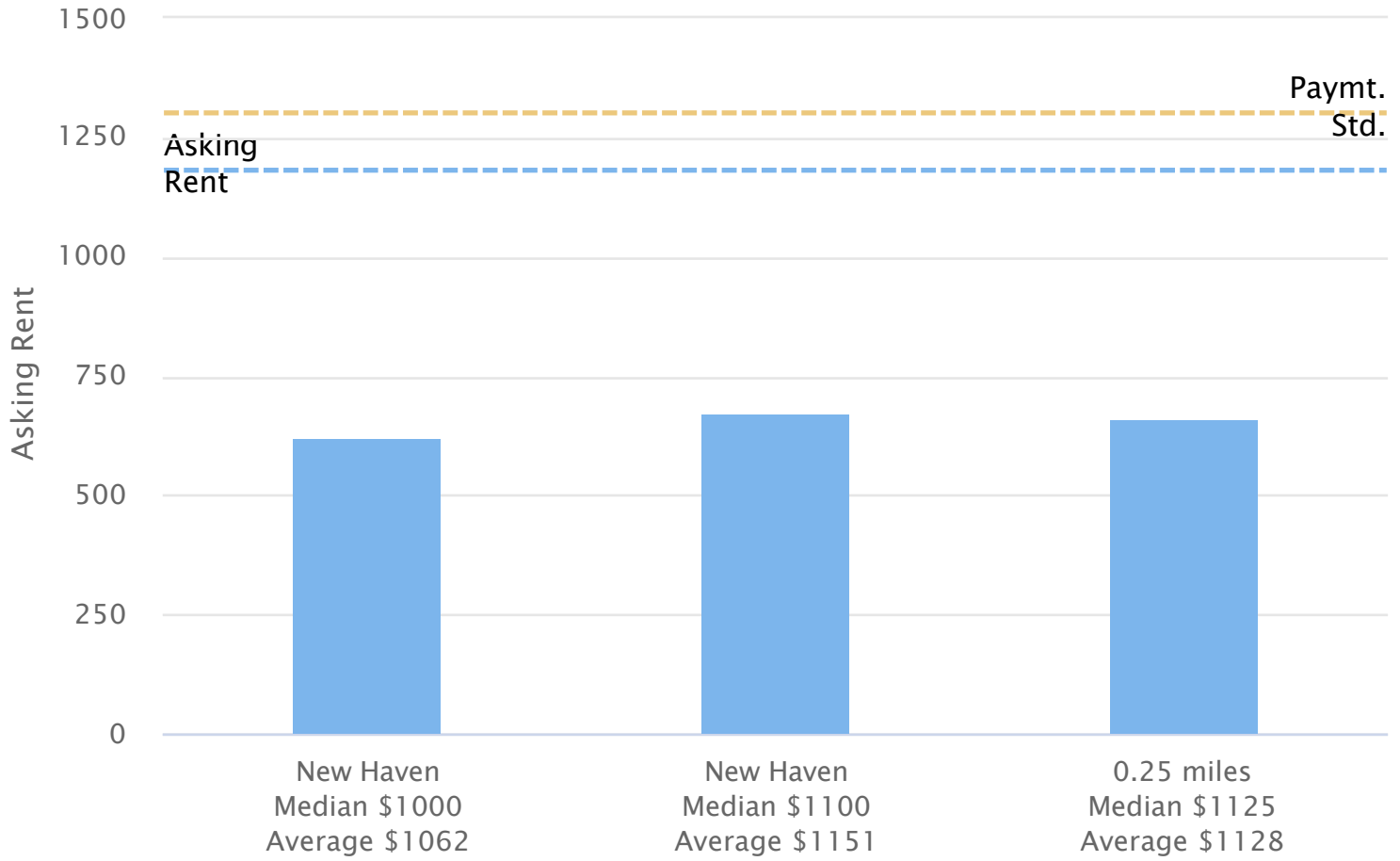
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	660 Winchester Ave	141 Sheffield Ave 4C	107 Sheldon Ter 1L	141 Sheffield Ave 5B
Model		1/1/0/0	1/1/0/900	1/1/0/0
City	New Haven 06511	New Haven 06511	New Haven 06511	New Haven 06511
LOCATION				
Subdivision				
Proximity to Subject		0.13	0.19	0.13
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
SIZE				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	1022	0	900	0
Adjustment		Similar / Adj: \$0.00	Inferior / Adj: \$21.96	Similar / Adj: \$0.00
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	1900	1989	1943	1989
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Natural Gas / Tenant	Electric / Tenant	Natural Gas / Tenant	Electric / Tenant
Hot Water / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Natural Gas / Tenant	None / Tenant	Natural Gas / Tenant	Electric / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Onsite Laundry, Refrigerator, Stove, Cable	Onsite Laundry, Microwave, Refrigerator, Stove	Dishwasher, Onsite Laundry, Microwave, Refrigerator, Stove	W/D Hookups, Microwave, Refrigerator, Stove
AC	Window / Wall	None	None	None
Heat	Baseboard	Furnace	Furnace	Furnace
Parking	Unassigned	None	None	None
Exterior Features				
Lot Size				
Adjustment		Inferior / Adj: \$80.00	Inferior / Adj: \$80.00	Inferior / Adj: \$80.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		6/11/2020	2/22/2021	10/21/2020
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$1,181.00	\$1,100.00	\$1,100.00	\$1,200.00
Actual Rent				
Adjustment		\$80.00	\$101.96	\$80.00
Adjusted Monthly Rent		\$1,180.00	\$1,201.96	\$1,280.00
COMPARABLE BREAKDOWN				
13,955 Recent comparables in jurisdiction				
3,199 Similar 1 bedroom comparables in New Haven County				
1,246 Similar 1 bedroom comparables in the City of New Haven				
34 Within 0.25 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 05/14/2021 to be \$1,220.65.				
The adjusted reasonable rent range is \$1,180.00 to \$1,280.00.				
Requested Rent Amount: \$1,181.00 Rent Approved: \$1,181.00.				
RR Certifier Signature: <u>General Elm City Communities</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the New Haven (Elm City Communities), the requested rent of \$1,181.00 IS reasonable, and the approved rent of \$1,181.00 IS reasonable.				



Certification ID [976475CF-A11F-44C6-B638-6C455AFFEF28](#)

Certification Date	2021-5-14
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	1 Bedroom
Voucher Bedroom	1
Family Name	The Glendower Group
Housing Authority	New Haven (Elm City Communities)
Certifier	General Elm City Communities
Utility Schedule	New Haven 1/21 - Low Rise Apartments without Gas Heat
Page	1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,180.00 to \$1,280.00.

Comparable 1:	\$1,180.00	92.24% Very Similar
Comparable 2:	\$1,201.96	90.11% Very Similar
Comparable 3:	\$1,280.00	92.89% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$80.00)

Comparable 2:

Living area for comparable is inferior to subject (\$21.96 adjustment)
Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$101.96)

Comparable 3:

Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$80.00)

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Rent Reasonable Valuation

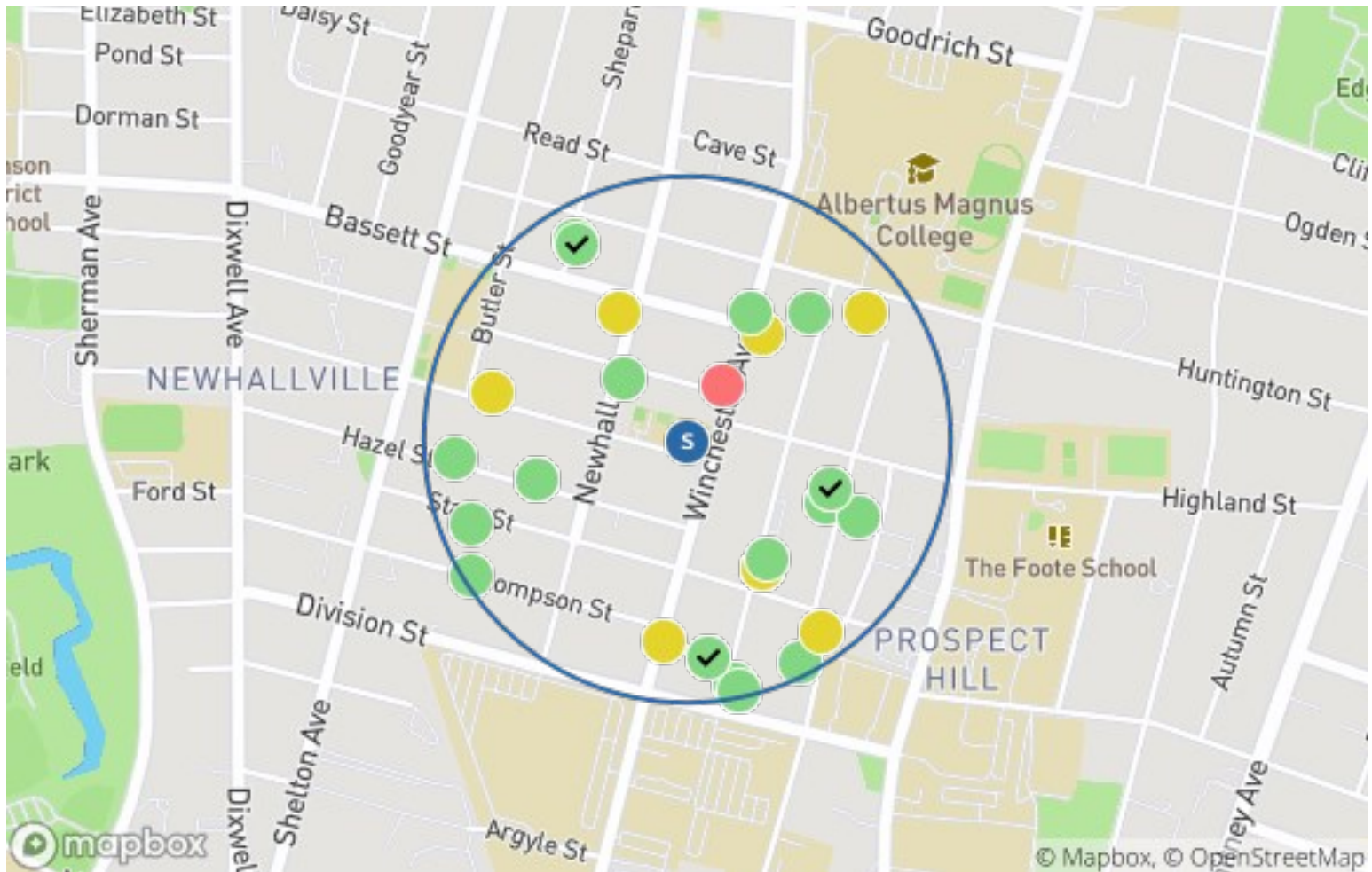
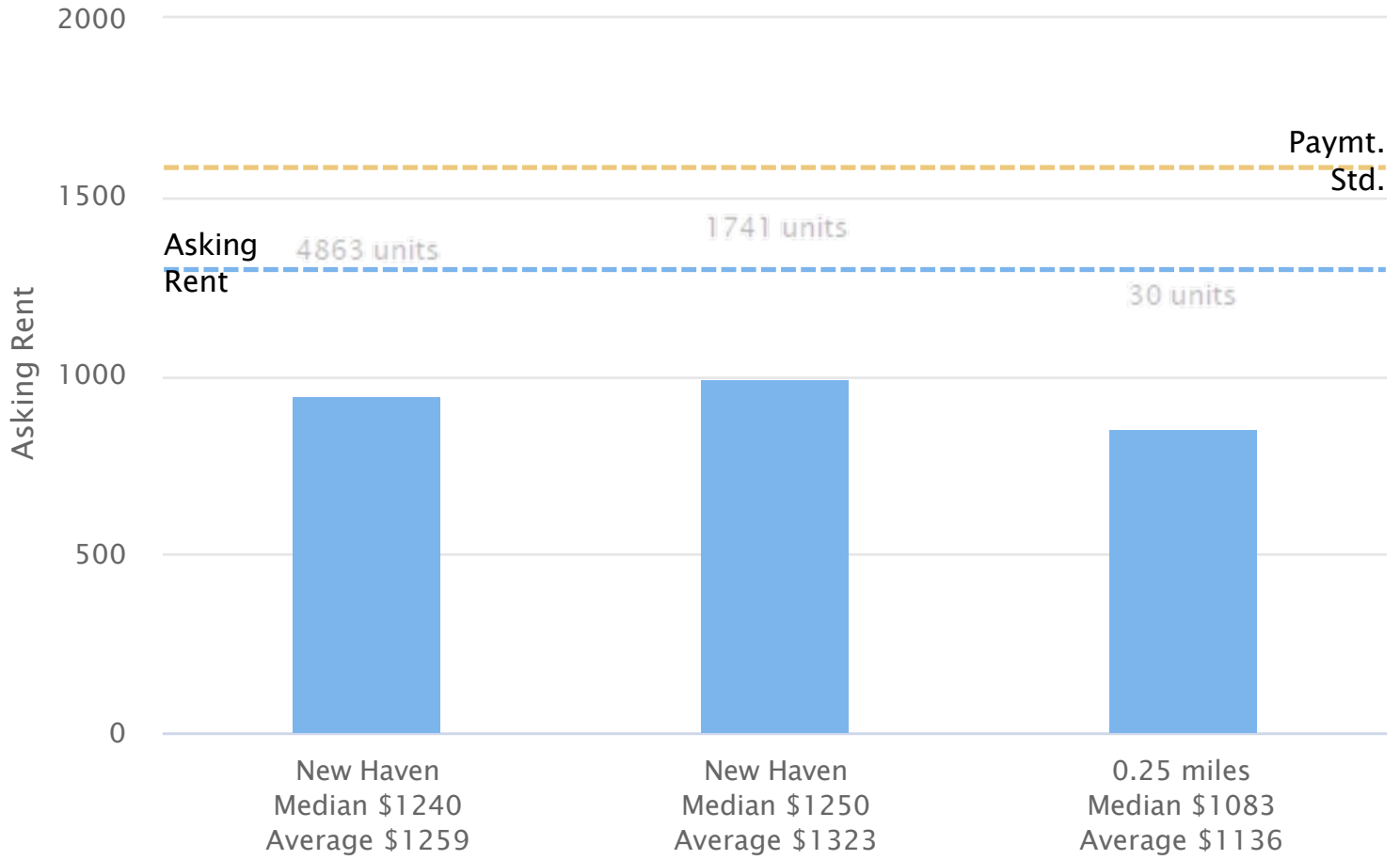
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	660 Winchester Ave	13 Shepard St 2	38 Sheffield Ave	58 Sheldon Ter 64
Model		2/1/0/0	2/1/0/0	2/1/0/1400
City	New Haven 06511	New Haven 06511	New Haven 06511	New Haven 06511
LOCATION				
Subdivision				
Proximity to Subject		0.21	0.21	0.14
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
SIZE				
Beds/Baths/Half Baths	2/1/0	2/1/0	2/1/0	2/1/0
Sq. Ft.	1286	0	0	1400
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	1900			
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Onsite Laundry, Refrigerator, Stove, Cable	W/D Hookups, Microwave, Refrigerator, Stove	W/D Hookups, Refrigerator, Stove	Washer, Dryer, W/D Hookups, Refrigerator, Stove
AC	Window / Wall	None	None	None
Heat	Baseboard	Furnace	Furnace	Furnace
Parking	Unassigned	Unknown	Unknown	None
Exterior Features				
Lot Size				
Adjustment		Inferior / Adj: \$80.00	Inferior / Adj: \$80.00	Inferior / Adj: \$40.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		9/9/2020	9/1/2020	8/28/2020
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$1,294.00	\$1,200.00	\$1,250.00	\$1,295.00
Actual Rent				
Adjustment		\$80.00	\$80.00	\$40.00
Adjusted Monthly Rent		\$1,280.00	\$1,330.00	\$1,335.00
COMPARABLE BREAKDOWN				
13,955 Recent comparables in jurisdiction				
4,863 Similar 2 bedroom comparables in New Haven County				
1,741 Similar 2 bedroom comparables in the City of New Haven				
30 Within 0.25 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 05/14/2021 to be \$1,315.00.				
The adjusted reasonable rent range is \$1,280.00 to \$1,335.00.				
Requested Rent Amount: \$1,294.00 Rent Approved: \$1,294.00.				
RR Certifier Signature: <u>General Elm City Communities</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the New Haven (Elm City Communities), the requested rent of \$1,294.00 IS reasonable, and the approved rent of \$1,294.00 IS reasonable.				



Certification ID [D5F80E2B-71B5-4079-B130-2361C2AFB138](#)

Certification Date 2021-5-14
 Version AVM 6.1, RRC 7.0, RW5
 Client Reference 2 Bedroom
 Voucher Bedroom 2
 Family Name The Glendower Group,
 Housing Authority New Haven (Elm City Communities)
 Certifier General Elm City Communities
 Utility Schedule New Haven 1/21 - Low Rise Apartments without Gas Heat
 Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,280.00 to \$1,335.00.

Comparable 1:	\$1,280.00	92.89% Very Similar
Comparable 2:	\$1,330.00	93.17% Very Similar
Comparable 3:	\$1,335.00	94.23% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$80.00)

Comparable 2:

Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$80.00)

Comparable 3:

Laundry for comparable is superior to subject (-\$40.00 adjustment)
Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$40.00)

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Rent Reasonable Valuation

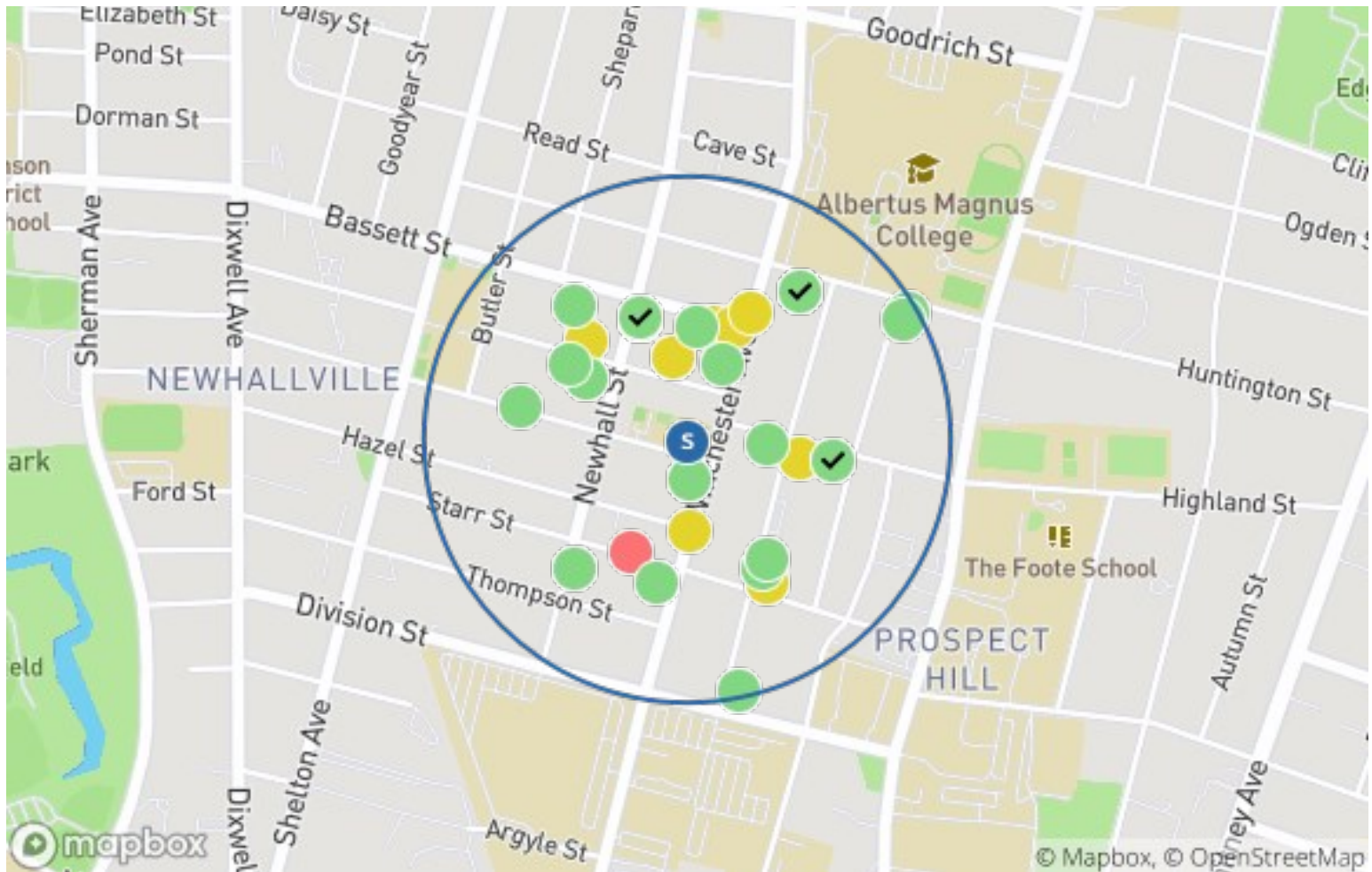
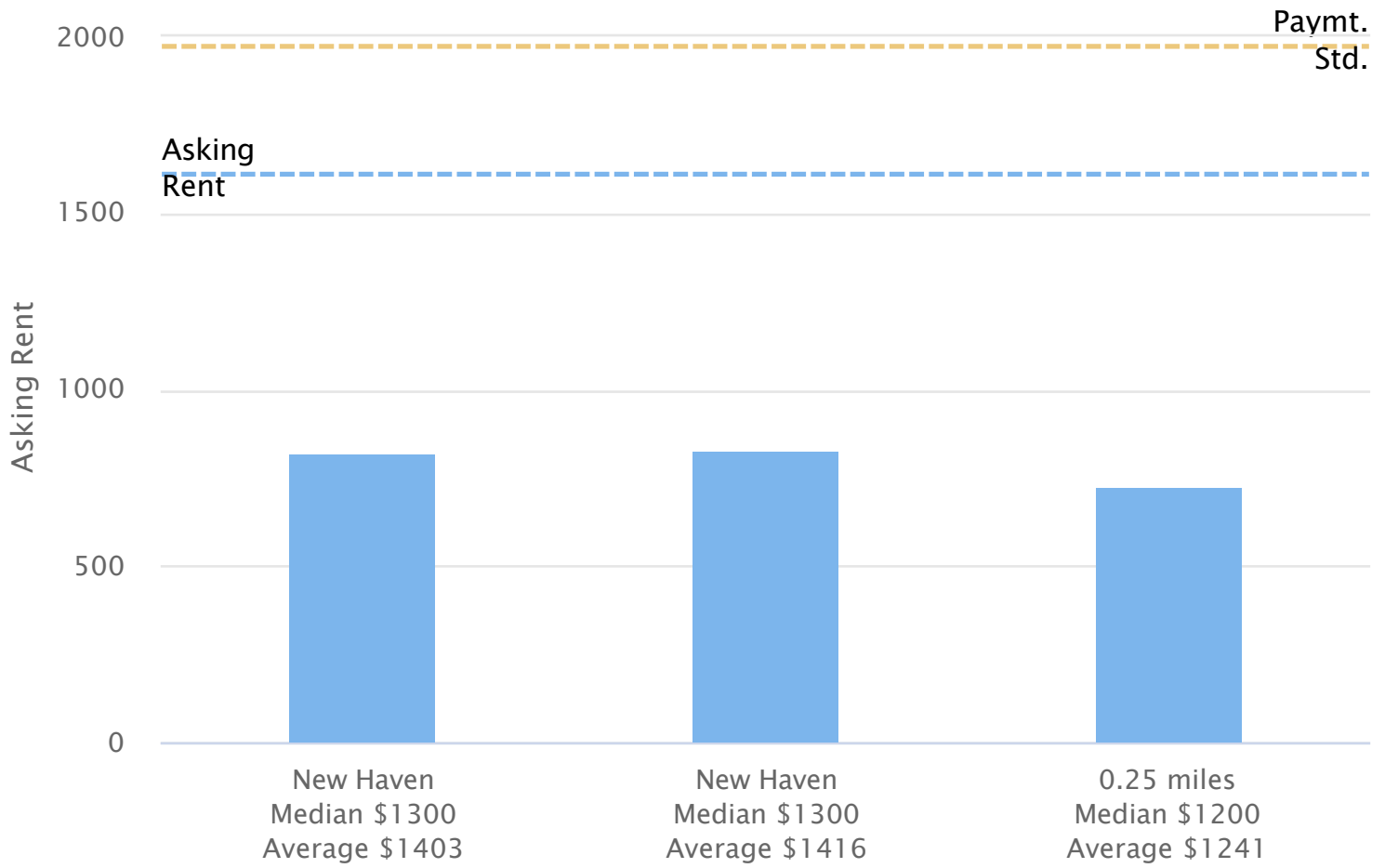
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	660 Winchester Ave	60 Sheldon Ter 3	257 Newhall St	312 Huntington St 2
Model		3/1/0/1300	3/1/0/0	3/1/0/1200
City	New Haven 06511	New Haven 06511	New Haven 06511	New Haven 06511
LOCATION				
Subdivision				
Proximity to Subject		0.14	0.12	0.18
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
SIZE				
Beds/Baths/Half Baths	3/1/0	3/1/0	3/1/0	3/1/0
Sq. Ft.	1508	1300	0	1200
Adjustment		Inferior / Adj: \$37.44	Similar / Adj: \$0.00	Inferior / Adj: \$55.44
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AGE				
Year Built	1900	1900	1910	1900
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
CONDITION & QUALITY				
Rating	Unknown	Average	Average	Average
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
UTILITIES				
Heat	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Tenant
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Tenant
Lights / Other Electric	Tenant	Tenant	Tenant	Tenant
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Inferior / Adj: \$138.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest
Adjustment		Similar / Adj: \$0.00	Similar / Adj: \$0.00	Similar / Adj: \$0.00
AMENITIES				
Amenities	Onsite Laundry, Refrigerator, Stove, Cable	W/D Hookups, Refrigerator, Stove	W/D Hookups, Refrigerator, Stove	Dishwasher, W/D Hookups, Refrigerator, Stove
AC	Window / Wall	Window / Wall	None	None
Heat	Baseboard	Window / Wall	Furnace	Furnace
Parking	Unassigned	None	Unknown	Unknown
Exterior Features				
Lot Size				
Adjustment		Inferior / Adj: \$40.00	Inferior / Adj: \$80.00	Inferior / Adj: \$80.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		2/17/2021	2/24/2021	2/2/2021
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	\$1,613.00	\$1,395.00	\$1,600.00	\$1,475.00
Actual Rent				
Adjustment		\$77.44	\$80.00	\$273.44
Adjusted Monthly Rent		\$1,472.44	\$1,680.00	\$1,748.44
COMPARABLE BREAKDOWN				
13,955 Recent comparables in jurisdiction				
1,770 Similar 3 bedroom comparables in New Haven County				
782 Similar 3 bedroom comparables in the City of New Haven				
38 Within 0.25 miles				
CERTIFICATION				
I (we) estimate the monthly market rent of the subject as of 05/14/2021 to be \$1,633.63.				
The adjusted reasonable rent range is \$1,472.44 to \$1,748.44.				
Requested Rent Amount: \$1,613.00 Rent Approved: \$1,613.00.				
RR Certifier Signature: <u>General Elm City Communities</u>				
QC Certifier Signature: _____				
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the New Haven (Elm City Communities), the requested rent of \$1,613.00 IS reasonable, and the approved rent of \$1,613.00 IS reasonable.				



Certification ID [579C5360-4218-4F81-AA3D-1208A892755C](#)

Certification Date 2021-5-14
 Version AVM 6.1, RRC 7.0, RW5
 Client Reference 3 Bedroom
 Voucher Bedroom 3
 Family Name The Glendower Group
 Housing Authority New Haven (Elm City Communities)
 Certifier General Elm City Communities
 Utility Schedule New Haven 1/21 - Low Rise Apartments without Gas Heat
 Page 1 of 1 excluding appendices.

Local Market Analysis



The adjusted reasonable rent range is \$1,472.44 to \$1,748.44.

Comparable 1:	\$1,472.44	94.08% Very Similar
Comparable 2:	\$1,680.00	94.67% Very Similar
Comparable 3:	\$1,748.44	90.21% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:

Living area for comparable is inferior to subject (\$37.44 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$77.44)

Comparable 2:

Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Total adjustment for this property is (\$80.00)

Comparable 3:

Living area for comparable is inferior to subject (\$55.44 adjustment)
Cooling system for comparable is inferior to subject (\$40.00 adjustment)
Heating system for comparable is inferior to subject (\$40.00 adjustment)
Water utility for comparable is inferior to subject (\$74.00 adjustment)
Sewer utility for comparable is inferior to subject (\$64.00 adjustment)
Total adjustment for this property is (\$273.44)

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CCA New HOPE Housing Program Referral/Application Selection Process and Eligibility Criteria

Mission

Christian Community Action (CCA) is an ecumenical social service organization that expresses faithful witness by providing (sometimes I say offering) help, housing, and hope to those who are poor in New Haven. At the core of this mission is the belief that all families deserve to be treated as people, not as problems, with dignity and respect, which is an essential first step toward breaking the cycle of poverty. Our programs help families that are homeless to achieve and maintain self-sufficiency and independence.

Program Description

CCA intends to provide services to families' through its *Higher Opportunity Purpose and Expectation (New HOPE)* Housing Program a comprehensive moving to work housing program, for 18 families in a single-site housing complex located in the Newhallville section of New Haven. Head(s) of households over the age of 18 (single mothers, single fathers, and two-parents) and custodial parents (*such as grandparents*) with children under 18 may reside in this program between 24 – 36 months.

Part I

Program Eligibility Criteria - CCA New HOPE Housing Program

In collaboration with the Housing Authority of New Haven (HANH), CCA New HOPE has established a two-part process of eligibility criteria and requirements for Program entry.

Families experiencing homelessness must be referred by their case manager, social worker, or counselor and will submit a completed CCA New HOPE Housing Program application on behalf of their client. **All applications will be dated and time-stamped upon receipt.** They must be homeless or at risk of becoming homeless within 14 days at the time of referral. **There are NO self-referrals.**

- Families must have a regular source of income (i.e., employment, unemployment compensation, TANF, etc.).
- Parents must have written and legal custody of any children for whom they are applying; if they do not have documented evidence of custody at the time of application. In that case, they must provide documentation that they will be granted custody before the time of acceptance into the New HOPE Housing Program.
- Families seeking residence must understand that this is a PROGRAM that requires the head of household to be employed, attend meetings and workshops.
- Families must be able to work and/or attend High School or GED program and vocational training for at least 20 hours a week with the expectation to move to full-time employment.

Once CCA's Housing Intake Coordinator – receives the completed application on behalf of the applicants, head(s) of household will have a screening interview where they will be asked to demonstrate a strong and compelling desire to improve the quality of life for themselves and

Commented [BG1]: Or you can say “ for between 24 and 36 months.

Commented [BG2]: Do we want to mention “custodial parents...such as grandparents taking care of and having legal custody of their grandchildren?

Commented [HV3]: Elm City Communities (ECC)

Commented [BG4]: There are places where you use singular – i.e., “family” – and other places where you use the word “families” - I would vote for plural unless there is an explicit need for using singular...like every family

Commented [BG5]: Will we allow grandparents or family members who have custody of their grandchildren or children to take residency

Commented [S6R5]: Yes

Commented [BG7]: Do you want to be more specific with regard to the school...is it high school to secure GED or complete the requirements for high school graduation or Training program?

Commented [BG8]: Since this person, when hired, will be working at HFS and New HOPE – if I am right – there is no need for use of New HOPE....

Commented [BG9]: Consistency of text...all applicants is better than to say the applicant

Commented [BG10]: I understand the words and need to use words like “a strong and compelling desire” but I wonder what it sounds like. It is a compelling reason that they should be accepted into this program or simply their

**CCA New HOPE Housing Program
Referral/Application Selection Process and Eligibility Criteria**

their children and receive case management and employment services to achieve their articulated and agreed-upon goals.

Head(s) of Household will be required to identify and actively engage in the process of increasing their skills, seeking and/or retaining employment, and to demonstrate that they are motivated to change their financial circumstances for themselves and their children. HOHs are expected or required to:

- Pay 30% of their income toward their rental expenses during residence in the Program. Rent calculations will be made in a manner consistent with ECC/HANH’s rent simplification process.
- Abide by the contents of CCA’s New HOPE Housing Occupancy Agreement (lease), which is to cover no longer than 36 months. At the end of residence, unless otherwise authorized, it is expected that families will move into non-subsidized permanent housing, subsidized housing inside or outside of the City of New Haven, or pursue other permanent housing options for their families.

Income Criteria: Total Household income cannot exceed the New Haven-Meriden Area Median Income Limit - Very Low (50%) Income limit for each household size: FY 2021

Household size	1	2	3	4	5	6	7	8
Income Limit:	36,050	41,200	46,350	51,450	55,600	59,700	63,800	67,950

Upon CCA New HOPE program approval of program eligibility, as determined by the HANH, families will receive a letter from the Director of Housing Services to move to Part II of the income eligibility and background check with the HANH.

Families must meet CCA New HOPE Housing Program expectations and criteria. Head(s) of Household who does not articulate their need to improve their quality of life (i.e., employment/increase income, education and/or vocational training) will not be eligible to participate in CCA’s NHP and will receive a denial letter from the Director of Housing Services and will not move to Part II of the income eligibility process.

Part II

**Income Eligibility and Background Check
Elm City Communities/Housing Authority of New Haven (ECC/HANH)**

CCA’s Housing Intake Coordinator will request the head(s) of the household to complete the application for the Housing Authority of New Haven (HANH) Housing Choice Voucher (HCV) Pre-application referral form.

Head(s) of Household will be required to submit the following documentation along with the pre-application: proof of income from all income sources, photo identification and birth certificates, social security cards, immigration status, informed consent release of information,

Commented [BG11]: Abide by the agreement? First Agree to reside in housing for no longer than 36 months? What happens if we give them 24 months and we going to give them an extension? Are you willing to grant extensions, based on participation and/or need?

Commented [S12R11]: Agreement of the lease

Commented [HV13]: After 12 months they can qualify for a tenant based voucher.

Commented [BG14]: Is this a two-step process? Eligibility and residence? What about a wait list? Is it acceptance for moving into New HOPE?

Commented [S15R14]: Yes, the HA would maintain the waitlist listed below

Commented [BG16]: What are they...specifically? Qualify for the Program? Do not meet the program requirements?

Commented [BG17]: Want to add...determine eligibility? Or Process of determining Eligibility.

Commented [HV18]: Please clearly list out the criteria that CCA is looking at and what ECC is looking for. List of ECC’s criteria.

Commented [BG19]: Since you mention CCA, perhaps, this section include how CCA and HANH are collaborating...like HANH qualifies people and CCA identifies and selects heads of household who meet the requirements and for residence in the Program, which is the NEXTsection.

Commented [HV20]: Elm City Communities

Commented [HV21]: Please be clear that ECC will be the one to determine eligibility based on HUD rules and regulations

CCA New HOPE Housing Program Referral/Application Selection Process and Eligibility Criteria

students enrolled in an institution of higher education, veteran status, and disability status. **Approval**

The Housing Authority of New Haven (HANH) will maintain the waitlist for families to enter CCA New HOPE Housing Program. They will remain on this list until an apartment that meets their bedroom needs, based on family size, becomes available

Commented [BG22]: I would guess that we have NO idea yet as to how long a family can remain on the list.

Commented [S23R22]: Families will remain on the waitlist until there is an available apartment according to their family size.

Families approved by CCA NHP and HANH to enter CCA New HOPE Housing Program will receive an approval letter from the Director of Housing Services, complete the intake process and schedule a move-in date to enter the Program. Families will be assigned to a Family Coach to provide direct (*case management*) services for the duration of the family time in the Program.

Commented [BG24]: Add CCA to make things clearer and; not the responsibility of us and not HANH.

Families will be selected to reside in an apartment according to their family size. When an apartment becomes available in the Program for a particular bedroom size, the applicant who meets the occupancy standards criteria will be pulled from the waitlist.

Eighteen units:

- 4 - 1BRs
- 12 - 2BRs
- 2 - 3BRs

Occupancy Standard - Family size per Bedroom size apartment

- 1BR apartment - family size of 2 or 3 (dual-parent and one child under 3years or single parent with one child under three years old)
- 2BR apartment - family size of 3 or 4 (dual-parents, two children or single parent and two children)
- 3BR apartment - family size of 5 or 6 (dual-parents and four children or single parent with four children).

The pre-screening, eligibility process, intake, and entry into the Program could take up to a minimum of 30 days and no more than a maximum of 45 days.

Denial

Families that do not meet the eligibility criteria of Part II will be denied entrance into CCA New HOPE Housing Program and will be removed from the waitlist maintained by the ECC/HANH. Families will receive in writing a denial letter explaining the reason for the denial. The head(s) of households will have the right to appeal the decision with the NHPA. CCA's Housing Intake Coordinator will assist the family with the appeal process.

Commented [BG25]: How does a family get on the waiting list?

Commented [S26R25]: Families who are approved will go onto the waitlist – families who are denied will not go onto the waitlist.

To: Board of Commissioners

From: Karen DuBois-Walton, President

Date: June 21, 2022

RE: Resolution authorizing ECC/HANH to enter into a contract with The Kelly Group for Data Warehouse and Business Intelligence Services effective July 1, 2022, through June 30, 2027, for a total amount of \$500,000.00

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #06-28/22-R

TIMING: Immediately.

DISCUSSION: One of the most important assets of any organization is its information. Business Intelligence allows transformation of data into actionable information by:

- Building a scalable modern data warehouse used to house the data; thereby providing trusted and governed data.
- Putting actionable insights in the hands of the team to measure and track organizational performance and increase key performance indicators.
- Sharing data easily in a governed, trusted, and secure manner.
- Enabling data collaboration across the organization

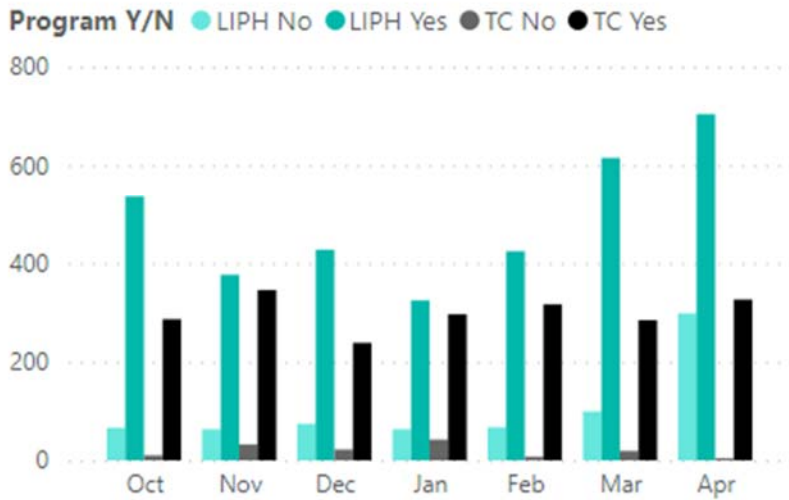
In the summer of 2020, Elm City Communities issued a request for proposal to develop a prototype and demonstrate this technology to the organization.

The prototype included the following components:

- Building a secure, scalable data warehouse
- Incorporating Business Intelligence in the form of dashboards with drill down capabilities for two iterative projects including work orders and certifications

An example follows:

Total WO Closed During Month



[Open in Power BI](#)

ECC HANH Dashboard

Data as of 6/1/22, 10:08 AM

Filtered by Program (is LIPH or Tax Credit), FiscalYear (is 2022)

From this dashboard, a user can drill down and see all of the workorders closed on time during a specific month for the current fiscal year. The user also has the capability to filter on any field associated with the dashboard (in this case, workorders)

Several other dashboards have been developed for leadership and operations. ECC/HANH's vision is to incorporate all data into the data warehouse and develop dashboards, drill downs, and reports for all performance indicators.

In February 2022, a new RFP was issued to continue with this transformative technology with the addition of file development and Project Management. Proposals were received from four service providers. After reviewing the proposals and interviewing two of the service providers, California Creative Group and The Kelly Group, The Kelly Group was selected.

ECC/HANH is requesting approval of a contract to begin July 1, 2022, for three years ending June 30, 2025 in the

amount of \$300,000.00 with an option to renew for two additional years for a total contract amount of \$500,000.00 ending June 30, 2027.

FISCAL IMPACT: \$500,000.00

STAFF: Donna Piccirilli, VP Information Technology/CIO

Housing Authority of the City of New Haven

Resolution Number #06-28/22-R

Resolution authorizing ECC/HANH to enter into a contract with The Kelly Group for Data Warehouse and Business Intelligence Services effective July 1, 2022, through June 30, 2027, for a total amount of \$500,000.00

WHEREAS, One of the most important assets of any organization is its information. Business Intelligence allows transformation of data into actionable information by:

- Building a scalable modern data warehouse used to house the data; thereby providing trusted and governed data.
- Putting actionable insights in the hands of the team to measure and track organizational performance and increase key performance indicators.
- Sharing data easily in a governed, trusted, and secure manner.
- Enabling data collaboration across the organization, and

WHEREAS, In the summer of 2020, Elm City Communities issued a request for proposal to develop a prototype and demonstrate this technology to the organization, and

WHEREAS, In February 2022, a new RFP was issued to continue with this transformative technology with the addition of file development and Project Management. Proposals were received from four service providers. After reviewing the proposals and interviewing two of the service providers, California Creative Group and The Kelly Group, The Kelly Group was selected, and

WHEREAS, ECC/HANH is requesting approval of a contract to begin July 1, 2022 for three years ending June 30, 2025 in the amount of \$300,000.00 with an option to renew for two additional years for a total contract amount of \$500,000.00 ending June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that:

1. The Board authorizes the President to take such action and execute such documents as necessary to implement the provisions of this Resolution.
2. This Resolution shall take effective immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton,
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young Smith, Esq.
A Senior Partner



Housing Authority of New Haven

AD-22-RFP-587
Request for Proposals

Data Warehouse Business Intelligence

Issue Date: March 16, 2022

Karen DuBois-Walton
President



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Housing Authority of New Haven

Part I. Solicitation Information

A. *Description of Services*

The Housing Authority of the City of New Haven d/b/a Elm City Communities (HANH/ECC) is seeking the services of a qualified offeror to help HANH/ECC expand its data warehouse and business intelligence to include all programs and functions within the organization. Using POWER BI, analytical dashboards of Key Performance Indicators will drive data-driven outcomes. The dashboards should provide real-time information (where necessary) for analyzing the status of data collected and presenting interactive visualization to communicate high-level information to decision-makers.

B. *Important Due Dates/ Locations/ Time*

Schedule	
Event	Date
RFP Issued	March 16, 2022 at 3:00PM
Pre-Proposal Conference	March 30, 2022 at 12:00PM
Questions Due	April 1, 2022 at 12:00PM
Proposals Submittal Deadline	April 12, 2022 at 3:00PM

A Pre-Proposal Conference is scheduled for March 30, 2022 at 12:00 p.m. **ONLY** via conference call. Conference call link is attached as a separate document. Attendance is not mandatory but is recommended.

All questions concerning this RFP must be submitted in writing no later than April 1, 2022 at 12:00 p.m. EST using the Housing Authority of the City of New Haven's Collaboration Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>. To submit questions, you must register as an Interested Respondent.

Once the question period has ended, all responses to questions will be posted as an addendum and posted on Housing Authority of the City of New Haven's Collaboration Portal website: <https://newhavenhousing.cobblestonesystems.com/gateway>. All Addenda's must be acknowledged with a signature and timely submitted as part of this solicitation. Bids will be rejected if the addendum is not timely submitted as stated.



C. Preparation of Submission:

Respondent must submit ONE complete file and must be uploaded via the Housing Authority of the City of New Haven's Collaboration Portal website due to COVID-19: <https://newhavenhousing.cobblestonesystems.com/gateway>.

Caution: Late Proposal submission will be handled in accordance with the provisions contained in HUD Form HUD 5369-B Titled "LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS".

Persons wishing to receive copies via overnight delivery are responsible for making all arrangements and paying related costs. All cost related to the preparation of this RFP and any related activities are the responsibility of the Offeror. HANH/ECC does not assume any liability for any cost incurred by the Offeror throughout the entire selection process.

All proposals submitted must conform to the requirements specified in the Instructions to Offerors, General Contract Conditions, and any/all other requirements contained herein, all of which form a part of the Request for Proposals by reference.

HANH/ECC reserves the right to postpone or cancel this RFP, to reject, in whole or in part, any and all proposals, to re-advertise for new proposals, and/or to not award any agreement pursuant to the RFP requirements if HANH/ECC deems it's in their best interest to do so. HANH/ECC further reserves the right to waive any minor informality, or the failure of any bidder to comply there with, if it is in the public interest to do so.

HANH/ECC will reject the proposal of any bidder who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any who has previously failed to perform any contract properly for HANH/ECC, or any instrumentality thereof.

Part II. Bid Protest

Disagreements over the award of a HANH/ECC contract, referred to as protests, may occasionally arise between the PHA and an offeror. Usually, the protestor asserts that he/she should have received the contract award and alleges that HANH/ECC did not conduct the competition appropriately. (Note: While protests are commonly referred to as bid protests, any type of contract award, including small purchase, competitive proposal, or sealed bid, may be protested by an unsuccessful offeror.) HANH/ECC, in accordance with sound business judgment, is responsible for the settlement of protests arising from the procurement process.

1. Designation of Protest Officials. The Contracting Officer shall be responsible for the receipt of any form bid protest in writing and with conducting the initial bid protest hearing. Bid protest must be submitted within ten (10) days of the award of contract by the Authority.

The Contracting Officer shall render an impartial decision regarding any bid protest.

2. Appeal of Initial Bid Protest Decision. If the Contracting Officer denies the bid offeror's bid protest, the protestor must request an appeal of said finding in writing no later than ten (10) days of the date of receipt of the decision of the Contracting Officer. The appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee.) The request for an appeal hearing shall be directed to the Contracting Officer.

3. Requirements for Written Protests. Protestors shall submit a bid protest in writing to the Contracting Officer within ten (10) days of the award of the subject contract by the Authority to the following address. **Protest against terms of the solicitation must be made prior to the due date of solicitation.**

Contracting Officer
360 Orange Street
3rd Floor
New Haven, CT 06511

The bid protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:

- a. Name, address, and phone number(s) of the protestor;
- b. Solicitation number and project title;
- c. A detailed statement of the basis for the protest;



Housing Authority of New Haven

- d. Supporting evidence or documents to substantiate any arguments; and
- e. The form of relief requested (e.g., reconsideration of their offer).

4. **Submission Time Period.** Generally, the offeror shall submit bid protest no later than ten (10) days of date the award of subject contract is made by the Board of Commissioners. **Protests against the terms of a solicitation should be considered late if submitted after the due date for offers.**

5. **Time Period for Formal Protest Hearing.** The Contracting Officer, or his/her designee, shall conduct a protest hearing, if the written request warrants within ten (10) calendar days of receipt of the writing request by the protestor. The Contracting Officer may deem, based upon the evidence presented by the protestor, that a hearing is not warranted, and that an unbiased and impartial initial decision can be rendered without the need of a face to face hearing.

6. **Remedial Action.** If a protest is decided in favor of the protestor, HANH/ECC may consider, inter alia, the following remedies:

If the contract has not been awarded, the HANH/ECC may cancel or revise the solicitation or proposed contract award, or

If the contract has been awarded, the contract may be terminated for convenience and awarded to the protestor, or the procurement may be canceled and offers re-solicited.

7. **Emergencies or Unusual and Compelling Circumstances.** HANH/ECC may allow a contract to remain in place despite a successful protest in cases of emergency or unusual or compelling need for the supplies or services. However, if the HANH/ECC determines, based on compelling circumstances such as an emergency or serious disruption of its operations, that termination or re-solicitation would not be in the best interest of HANH/ECC, then HANH/ECC may allow the award to stand and pay the successful protestor costs associated with preparing the bid along with the cost of filing and pursuing the protest and other damages determined.

8. **Denials.** HANH/ECC shall notify the protestor in writing of its decision and state the basis for the denial. The notification shall apprise the protestor of any appeal rights in accordance with our protest procedures.

9. **Appeal Procedures.** As stated above, appeal of the Contracting Officer's initial decision shall be heard by no fewer than two members of the Board of Commissioners (i.e., the Service Committee or the Planning and Development Committee). The request for an appeal must be made in writing as stated above and must include, but not be limited to:

- 1. A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law made or information not previously considered.



10. **Documentation.** The Contracting Officer shall fully document the protest decision in writing in the contract file. Documentation shall include but not be limited to:

1. A copy of the subject solicitation and supporting documentation, including the copy of the advertisement of the bid.
2. A copy of the protestor's written protest.
3. A copy of the written finding of the Contracting Officer and that of any appeal officer(s).
4. Copy of documentation used by HANH/ECC to make its decisions that was protested by the protestor.

11. **Informal Resolution Processes.** Protestor may request an informal review of their protest either in writing or by phone.

EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS

All Equal Employment Opportunities including Section 3 (EEO) forms are provided in this package. The contractor/vendor must review all EEO forms, complete and submit the required EEO forms at the time of submission of bid or proposal. Bids/Contracts at all dollar values are subject to Section 3/MBE/WBE requirements.

After a Contract has been awarded, the contractor must attend a mandatory meeting with HANH/ECC's Director of Procurement. If there are any questions regarding the completion of the EEO forms please contact the Director of Procurement, at 203-498-8800 ext. 1200.

Staff is available at 360 Orange Street, 3rd floor, to assist persons with disabilities. The TTY/TDD number is (203) 497-8434. HANH/ECC is an equal opportunity housing agency.
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

Karen DuBois-Walton, Ph.D.

By:
Karen DuBois-Walton
President

Date:

03/10/2022

Part III. Index of Submittal Documents

The INDEX OF SUBMITTAL DOCUMENTS shown below is provided to assist all Offerors in correctly preparing and submitting a responsive RFP in accordance with the requirements of the above RFP. The Index contains a listing of all required submittal items.

Please review this index and submit all documents that are checked “**REQUIRED SUBMITTAL**” with your proposal. Documents that are checked “**SIGNATURE REQUIRED**” must be properly executed. Documents that are checked “**NOTARY/CORPORATE SEAL REQUIRED**” must be notarized and/or have the Bidder’s corporate seal affixed.

Please view/ download the below listed documents from:

<https://newhavenhousing.cobblestonesystems.com/gateway/DocumentLibrary.aspx>

INDEX OF SUBMITTAL DOCUMENTS				
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	NOTARY/ CORPORATE SEAL REQUIRED	FOR YOUR REVIEW
ALL PROJECTS				
Letter of Interest	X	X		
Executive Summary	X			
Team Experience and Qualifications	X			
Offeror’s Approach	X			
Project Schedule / Availability	X			
Staffing & Qualifications	X			
Sample of Relevant Material	X			
Required Acknowledgements and Certifications as listed below:				
<i>Cover Sheet (Attached)</i>	X			
<i>Bid Sheet (Attached)</i>	X	X		
<i>HUD-5369-C- Certifications and Representation of Offerors</i>	X	X		
<i>HUD-5369-B Instruction to Offerors</i>				X
<i>Reference and Past Performance Form</i>	X			
<i>Acknowledgement of Addenda Form</i>	X	X		
<i>Section 3 Contractor Guide 2021</i>				X
<i>Contractor Highlight Section 3</i>				X
<i>Federal Executive Order 11246</i>				X
<i>HANH/ECC Section 3 Clause</i>				X
<i>HANH/ECC Bid Conditions for Equal Opportunity in Employment</i>				X
<i>General Conditions for Non- Construction- HUD 5370-C</i>				X
<i>HUD Form 50071- Certification of Payments to Influence Federal Transactions</i>	X	X		
<i>Non-Collusive Affidavit</i>	X	X	X	
<i>HANH/ECC’s Insurance Requirements</i>				X



Part IV. Scope of Services

Background Information

About Housing Authority of the City of New Haven/Elm City Communities

We make a difference in the lives of over 14,000 residents in New Haven. HANH/ECC works for the community to make the City of New Haven a better choice for living. It is our goal to build better neighborhoods, create more options for desirable housing for families from multiple income levels, and accommodate those who may need extra assistance. It is the mission of Elm City Communities to make a positive difference in the lives of residents of the City of New Haven through the development and operation of affordable communities of choice and by providing opportunities for greater self-sufficiency. We provide safe, decent, affordable housing choices and foster healthy communities within our developments, where residents are supported and encouraged in their efforts to reach their goals.

Elm City Communities not only provides great new housing options, but we are working hard to improve existing public housing developments throughout the city. Our aggressive goals for renovation, replacement, improvement, and construction include:

- Providing high quality affordable housing services
- Cost effective property management services
- Serving as a development of housing
- Construction management and relocation services
- Effective supportive services for residents and participants
- Affordable housing policy development and advocacy services

Overview

HANH/ECC is seeking to expand its data warehouse and business intelligence to include all programs and functions within the organization. Using POWER BI, analytical dashboards of Key Performance Indicators will drive data-driven outcomes. The dashboards should provide real-time information (where necessary) for analyzing the status of data collected and presenting interactive visualization to communicate high-level information to decision-makers.

General Requirements:

- Develop dashboards- Key Performance Indicators - based on but not limited to occupancy, work orders, UPCS inspections, vacant units, recertifications, waitlist, utilization, HQS inspection, etc. The interactive dashboards will be based on several KPIs generated directly out of Elite and other systems in use by the organization. Third party data may also be required.
- High standard security should be taken in consideration and apply different levels of security and permission, starting from system administrators and ending with the end user.



Housing Authority of New Haven

- Develop application interface that enables users easily upload data at any time and from anywhere and integrate these data with the main database of the system.
- Prepare, clean and integrated data, performing necessary operations and preparing them in their final form.
- Develop models and algorithms needed for data analysis.
- A data reporting function should generate charts, including in standard and customized reporting formats. Reports should be able to be exported in editable formats and PDF.
- Training and knowledge transfer to the project team.

Deliverables

- Development of data warehouse using a proven methodology such as Kimball Lifecycle Roadmap is required ([see attached](#)).
- Development of Dashboards and Reports reflecting organizational metrics using Power BI.
- Assist with modeling and initial ETL (extract from potential multiple sources) to provide a normalized data warehouse and dashboards based on organization's key performance indicators. Provide data structure documentation, data dictionary, and report dictionary
- Create ETL scripts and monitor.
- Ensure ETLs are operating on scheduled basis.
- Provide knowledge transfer to HANH/ECC's staff.
- Contractor will be called upon to perform project management functions.
- Contractor will also be called upon to extract data files.
- Internal team will work with Contractor to create and derive metrics. We will follow HUD guidelines and our annual plan.

Environment

- Data warehouse and full test environment are hosted on AZURE.
- Database platform is SQL 2019.
- Some data extractions may require hourly updates. We do not currently have real time extractions; however, we may require real time in the future.
- Systems in use are Emphasys' Elite, Eccovia Client Track, Cobblestone, Questica, Docuware, Payment Vision portal, and 3rd party data files. This environment is subject to change.

Time to implement: Each iteration should be completed within 12 weeks, unless HANH/ECC is causing the delay.

Part V. Submission Requirements

a. Proposal Preparation and Submission

Offerors' proposals must be prepared and submitted in such a manner that they address, at a minimum, the requirements of Sections B through L below in appropriate detail. Other preparation and submission requirements may be required by documents contained within Part IV (Scope of Services). It is the Offeror's responsibility to ensure that their proposal submittals properly address all requirements requested by the RFP.

b. Letter of Interest

At the beginning of each proposal, the Offeror must provide a letter of interest listing the Offeror's members and identifying the primary contact person. The letter must be signed by an authorized principal of the Offeror's firm and include a statement that the proposal will remain valid for not less than one hundred twenty (120) days from the due date

c. Executive Summary

Provide a brief description of no more than two (2) type-written double-spaced pages demonstrating your organization's understanding of the services required by this RFP and how your organization's technical expertise, experience; Public Housing and/or affordable housing, financial resources, proven past performance, and proven managerial processes are consistent with and capable of supporting the specified requirements contained herein.

d. Team Experience and Qualifications

- a. Name of Offeror and proposed role.
- b. Main address, telephone/fax numbers and email address of Offeror's place of employment.
- c. Address and telephone number of the office from which services will be provided to the Agency (if different from above).
- d. Contact person, title, telephone/fax numbers and email address.
- e. Description of the size, number of employees and the current workload of the Offeror.
- f. Identify the individual who will serve as Project Manager for the Offeror and who will direct and coordinate the effort to completion.

e. Offeror's Approach to Providing Required Services

Provide a brief description of no more than four (4) type written doubled space pages describing your organization's understanding of each of the separate tasks required under Part IV. (Scope of Services) and the methodology that will be utilized to provide all required services.

f. Project Schedule/ Ability to Perform in a Timely Manner

Describe your organization's ability to perform all required services in a timely manner. Include all proposed processes and timeframes for completion of same.

g. Staffing and Qualifications/ List of Key Personnel

Provide a listing of all key personnel that will be responsible for demonstrating their relevant experience necessary to perform the required services contained herein along with copies of current resumes applicable to each. The Contractor must provide HANH/ECC with the qualification of prospective site staff and have at a minimum, five years training and consulting experience.

h. Sample of Relevant Material

Submit samples of any/all charts, documents, forms, etc. that your organization will utilize to perform the required services contained herein.

i. Relevant and Past Experience

Offeror(s) must complete the HANH/ECC Reference and Past Performance Form

j. Employment and Contracting Action Plan

Offeror(s) should review HANH/ECC's Bid Conditions for Equal Opportunity in Employment, Section 3 Clause (Qualification Information), Federal Executive Order 11246 Compliance Requirements, and Clauses 16 (Equal Employment Opportunity) and 21 (Training and Employment Opportunities for Residents in the Project Area) of HUD Form HUD-5370-C (General Conditions for Non-Construction Contracts)

k. Required Certifications

All certifications and other required documents shown on the "Index of Submittal Documents Required for RFPs" must be prepared and submitted with Offeror's proposal for the proposal to be considered responsive to the HANH/ECC Request for Proposals (RFP)/Solicitation requirements. The minimum amount of time that Offeror's proposal must remain valid is ONE HUNDRED AND TWENTY (120) calendar days from the proposal submittal date.

l. Mandatory Clauses

HUD FORM HUD-5370-C (General Conditions for Non-Construction Contracts) and HANH/ECC's Supplemental Conditions to HUD Form HUD-5370-C include all clauses mandated by 24 CFR 85.36.

Part VI. Evaluation Criteria and Selection Procedures

1. Proposal Evaluation/Contract Award

Evaluation of the responses to this RFP may be evaluated using a two-step process. Step 1 may be used to determine which Offerors proposals are acceptable or potentially within the acceptable range. During Step 1, a committee will be appointed to evaluate technical proposals in accordance with the evaluation criteria stated in the RFP. The technical evaluation panel or committee performs the review of all technical proposals using the RFP's evaluation criteria.

For the purpose of conducting negotiations, proposals will be initially classified as acceptable, potentially acceptable, or unacceptable. The competitive range decision will consider the evaluation of both technical and cost/price proposals. Proposals determined by the Contracting Officer to be acceptable or potentially acceptable and that have a reasonable chance of award shall be included in the competitive range.

As part of the evaluation process, proposals classified as acceptable and potentially acceptable will be requested to present its proposal and demonstrate the system before the evaluation committee. Any information gained during the presentation(s) may be used in the evaluation of the proposal. Failure to honor this request will be grounds for rejection of the respondent's proposal with no further consideration given.

2. Evaluation Criteria

The evaluation criteria to which each Offeror's submitted proposal will be reviewed, ranked, and scored is as follows. Each proposal has a maximum total possible score of 100 points.

1. Firm's qualification and experience including specific qualifications assigned to this project. **(Maximum of 30 points)**
2. Examples of work and accomplishments demonstrated on similar projects **(Maximum of 25 points)**
3. Quality of proposal to include preliminary concept for process design, facilitation & implementation strategies and ability to perform according to time frames **(Maximum of 25 points)**
4. Responsiveness of the Affirmative Action Plan and Section 3 Plan to HANH/ECC's goals and demonstrated evidence of the firm's prior effectiveness in promoting Affirmative Action and Section 3 goals. **(Maximum of 10 points)**
5. Compensation structure preference given to the most cost-efficient proposal. **(Maximum 10 points)**



Proposals will be reviewed by an Evaluation Committee and in accordance with HANH/ECC's Procurement Procedures.

For the purpose of conducting negotiations, proposals will be initially classed as:

- Acceptable (within range of 70-100 points),
- Potentially acceptable (within range of 60-69 points) or
- Unacceptable (within range of 0-59 points).

Proposals determined by HANH/ECC's Contracting Officer to be either acceptable or potentially acceptable and that have a reasonable chance of resulting in a contract award considering their technical evaluation results and their proposed costs will be included in the competitive range. Proposals deemed acceptable or potentially acceptable will be invited for an interview.

Once HANH/ECC has completed the review process, HANH/ECC will enter negotiations with the highest ranked firm selected by the evaluation criteria, with the intention of reaching a best and final offer on a fair and reasonable rate schedule for professional services. If an agreement cannot be reached, HANH/ECC will terminate negotiations with that firm and will proceed to the next-highest ranked firm until rates determined to be fair and reasonable to both parties are obtained. Please note that if negotiations are terminated with a firm, HANH/ECC may not go back to that firm for any additional negotiations – even if the next lower ranked respondent is higher in price.

HANH/ECC will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to HANH/ECC, cost or price and other factors, specified elsewhere in this solicitation, considered.

HANH/ECC may

1. Reject any or all offers if such actions are in HANH/ECC's interest,
2. Accept other than the lowest offer,
3. Waive informalities and minor irregularities in offers received, and
4. Award more than one contract for all or part of the requirements stated.

If this solicitation is a request for proposals (RFP), HANH/ECC may award a contract based on initial offers received, without discussion. There, each initial offer should contain the offerors best terms from a cost or price and technical standpoint.

All Offeror(s) must disclose any conflicts of interest, e.g., family member of HANH/ECC staff or a resident of public housing or Section 8 (Housing Choice Voucher) in the City of New Haven.



Housing Authority of New Haven

Request for Proposals

AD-22-RFP-587

Data Warehouse Business Intelligence

Company Name: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____

Fax Number: _____

Contact Person Name: _____

Email Address: _____

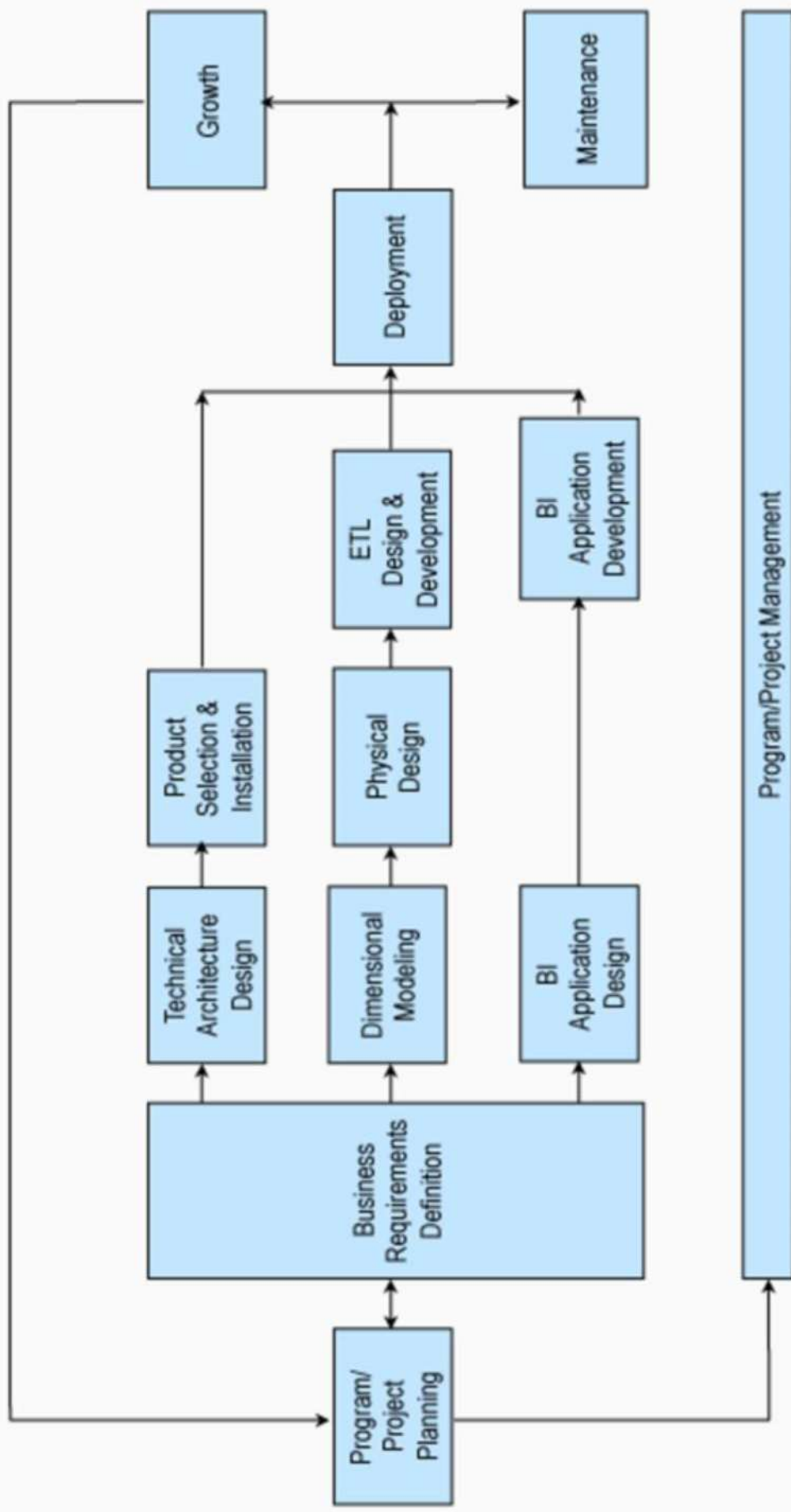
Date Submitted: _____

Karen DuBois-Walton, Ph.D.
President

Bid Sheet

	Annual Cost			3 Year Cost	5 Year Cost
Project Management	\$			\$	\$
Iterations per year - 4	\$			\$	\$
Additional data work as needed	\$			\$	\$
Total Project Cost	\$			\$	\$

Kimball Lifecycle



Data Warehousing Business Intelligence (before interviews)

Column1	Column2	Column3	Creative Solutions	Inzata Analytics	Timmons Group	The Kelly Group
Evaluation Scoresheet						
1	Firm's qualification and experience including specific qualifications assigned to this project. (Maximum of 30 points)	21-30 pts. Offeror's Approach to work demonstrates that it has an EXCELLENT understanding of the requirements and excellent qualified staff to complete the project				
		11-20 pts Offeror's Approach to work demonstrates that it has an average understanding of the requirements and qualified staff to complete the project				
		0-10 pts Has no understanding/knowledge of requirements and no qualified staff to complete the project.				
			22	17	18	30
2	Examples of work and accomplishments demonstrated on similar projects (Maximum of 25 points)	25 pts. 3 or more clear examples described of relevant similar work				
		10 to 24 pts. 1 or 2 clear examples described of relevant similar work				
		1 to 9 pts.examples provided but not clearly described in a manner to determine similarity to this scope				
		0 pts. No relevant experience noted				
			17	10	15	25
3	Quality of preliminary concept for process design and facilitation strategy and ability to perform according to time frames. (maximum of 25 points)	25 pts. Approach described is clear and relevant to this work setting; implementation timeline is provided and deemed realistic; approach addresses all aspects of the RFP				
		10pts to 24 pts. Approach described is clear and relevant to this work setting; implementation timeline is provided and deemed realistic; approach addresses some but not all aspects of the RFP				
		1 to 9 pts. Approach described is less clear and implementation timeline is inadequate or unrealistic				
		0 pts. Approach is clearly lacking in definition or no clear approach is described.				
			12	0	14	25
4	Responsiveness of the Affirmative Action Plan and Section 3 Plan to HANH's goals and demonstrated evidence of the firm's prior effectiveness in promoting Affirmative Action and Section 3 goals. (10 points)	10 pts. Demonstrates MBE/WBE or Section 3 status				
		1-9 pts. Demonstrates a partnership, joint venture or subcontracting relationship with MBE/WBE or Section 3 entity				
		0 pts. No relevant certification noted				
			10	0	0	10
5	Compensation structure preference given to the most cost-efficient proposal (maximum of 10 points)	10 pts. Compensation structure covers all aspects of the requested bid and is most cost-efficient				
		1 to 9 pts. Scored in order of cost effectiveness				
		0 pts. Compensation structure does not cover all aspects of the requested bid.				
			9	4	4	9
Total	100 points		69	31	51	99

Data Warehousing Business Intelligence (after interviews)

Column1	Column2	Column3	Creative Solutions	Inzata Analytics	Timmons Group	The Kelly Group
Evaluation Scoresheet						
1	Firm's qualification and experience including specific qualifications assigned to this project. (Maximum of 30 points)	21-30 pts. Offeror's Approach to work demonstrates that it has an EXCELLENT understanding of the requirements and excellent qualified staff to complete the project				
		11-20 pts Offeror's Approach to work demonstrates that it has an average understanding of the requirements and qualified staff to complete the project				
		0-10 pts Has no understanding/knowledge of requirements and no qualified staff to complete the project.				
			20	17	18	30
2	Examples of work and accomplishments demonstrated on similar projects (Maximum of 25 points)	25 pts. 3 or more clear examples described of relevant similar work				
		10 to 24 pts. 1 or 2 clear examples described of relevant similar work				
		1 to 9 pts.examples provided but not clearly described in a manner to determine similarity to this scope				
		0 pts. No relevant experience noted				
			17	10	15	25
3	Quality of preliminary concept for process design and facilitation strategy and ability to perform according to time frames. (maximum of 25 points)	25 pts. Approach described is clear and relevant to this work setting; implementation timeline is provided and deemed realistic; approach addresses all aspects of the RFP				
		10pts to 24 pts. Approach described is clear and relevant to this work setting; implementation timeline is provided and deemed realistic; approach addresses some but not all aspects of the RFP				
		1 to 9 pts. Approach described is less clear and implementation timeline is inadequate or unrealistic				
		0 pts. Approach is clearly lacking in definition or no clear approach is described.				
			12	0	14	25
4	Responsiveness of the Affirmative Action Plan and Section 3 Plan to HANH's goals and demonstrated evidence of the firm's prior effectiveness in promoting Affirmative Action and Section 3 goals. (10 points)	10 pts. Demonstrates MBE/WBE or Section 3 status				
		1-9 pts. Demonstrates a partnership, joint venture or subcontracting relationship with MBE/WBE or Section 3 entity				
		0 pts. No relevant certification noted				
			10	0	0	10
5	Compensation structure preference given to the most cost-efficient proposal (maximum of 10 points)	10 pts. Compensation structure covers all aspects of the requested bid and is most cost-efficient				
		1 to 9 pts. Scored in order of cost effectiveness				
		0 pts. Compensation structure does not cover all aspects of the requested bid.				
			9	4	4	9
Total	100 points		68	31	51	99

Search entity / Select entity / **Order documents**

Order Business Documents



Date: 06/07/2022

Business Name History

Name	Name Type
The Kelly Group Consultants LLC	Current Name

Business Entity Details

Officers

Name	The Kelly Group Consultants LLC
Entity Number	6716106
Entity Type	Limited Liability Company
Status	Active
Citizenship	Domestic
Entity Creation Date	04/27/2018
Effective Date	05/18/2018
State Of Inc	PA
Address	1111 CEDAR STREET STROUDSBURG PA 18360 Monroe

Filed Documents

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<input type="checkbox"/>	06/07/2022	Index and Docket Report	1	<input type="text" value="1"/>	\$15.00	
<input type="checkbox"/>	06/07/2022	Index and Docket Certified Report	1	<input type="text" value="1"/>	\$55.00	

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"The Kelly Group Consultants LLC"	"The Kelly Group Consultants LLC" "The Kelly Group Consultants	active
"The Kelly Group Consultants LLC"	LLC"	

MEMORANDUM

TO: Board of Commissioners

DATE: June 21, 2022

FROM: Karen DuBois-Walton, President

RE: Resolution authorizing a Memorandum of Understanding with the Connecticut NAACP to partner on its One Million Jobs Campaign for the purpose of workforce development and job opportunities

ACTION: Recommend that the Board of Commissioners adopt Resolution Number # 06-29/22-R

TIMING: Immediately

DISCUSSION: Elm City Communities (“ECC”) was approached by the Connecticut NAACP to partner on its One Million Jobs Campaign (“OMJC”). The vision of OMJC is to strengthen equity and the economic status of formerly incarcerated community members. This partnership will assist in creating a pipeline of attainable jobs available through the ECC/HANH. This Campaign also provides community-based wrap around services to assist in workforce development and retention.

ECC has a longstanding commitment in serving families equitably. ECC has established programs and protocols to assist families with reentry. ECC established an admissions protocol for its low-income public housing units; established a project-based voucher set aside for participants to be housed in the private market; ECC removed its disclosure question from its employment application; and our partnership with Project Longevity. This Campaign reaffirms our commitment, and this is the next step in serving the reentry population holistically by providing employment opportunities.

OMJC has successfully partnered with Yale New Haven Health, Gateway Community College, Project M.O.R.E and others to provide job opportunities and comprehensive supports. The vision of OMJC aligns with ECC/HANH’s efforts to connect residents and community members to meaningful employment opportunities that will support their economic and self-sufficiency goals.

OMJC will provide literature at ECC/HANH’s developments.
ECC/HANH will provide space and work collaboratively in providing

jobs through ECC/HANH, inclusive of its construction opportunities. The Memorandum of Understanding attached hereto as Exhibit A sets forth the terms and conditions pursuant to which ECC/HANH will work with OMJC.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: LaToya McCrea, Director

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution Number #06-29/22-R

Resolution authorizing a Memorandum of Understanding with the Connecticut NAACP to partner on its One Million Jobs Campaign for the purpose of workforce development and job opportunities

WHEREAS, Elm City Communities (“ECC”) was approached by the Connecticut NAACP to partner on its One Million Jobs Campaign (“OMJC”). The vision of OMJC is to strengthen equity and the economic status of formerly incarcerated community members. This partnership will assist in creating a pipeline of attainable jobs available through the ECC/HANH. This Campaign also provides community-based wrap around services to assist in workforce development and retention; and

WHEREAS, OMJC has successfully partnered with Yale New Haven Health, Gateway Community College, Project M.O.R.E and others to provide job opportunities and comprehensive supports; and

WHEREAS, the vision of OMJC aligns with ECC/HANH’s efforts to connect residents and community members to meaningful employment opportunities that will support their economic and self-sufficiency goals; and

WHEREAS, OMJC will provide literature at ECC/HANH’s developments. ECC/HANH will provide space and work collaboratively in providing jobs through ECC/HANH, inclusive of its construction opportunities; and

WHEREAS, the Memorandum of Understanding attached hereto as Exhibit A sets forth the terms and conditions pursuant to which the Authority will work with OMJC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN:

1. The Memorandum of Understanding with the Connecticut NAACP to partner on its One Million Jobs Campaign, including all actions undertaken by the Authority thereunder be and hereby is authorized and directed; and
2. The President be and hereby is authorized, empowered, and directed to execute and deliver the Memorandum and such instruments and documents necessary and appropriate in connection herewith, upon such terms and conditions as set forth in Exhibit A, and upon such additional terms and conditions the President, in consultation with the Chairman of the Board of Commissioners, determine reasonable and in the best interests of the Authority; and
3. The President be and hereby is authorized, empowered, and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of foregoing.
4. This resolution shall take effect immediately.

[CERTIFICATION PAGE FOLLOWS]

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 21, 2022.

Karen DuBois-Walton
Secretary/ President

Date

REVIEWED:

MCCARTER & ENGLISH LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

EXHIBIT A



Memorandum of Understanding by and between NAACP One Million Jobs Campaign and Housing Authority of New Haven, dba Elm City Communities

The purpose of this Memorandum of Understanding (MOU) is to formalize the partnership of Elm City Communities/Housing Authority of New Haven (ECC/HANH) and the NAACP One Million Jobs Campaign to work collaboratively in implementation of the campaign. Both partners are committed to ensuring that each participant (a) receives the workforce services (e.g. pre-employment job readiness, career planning, job search, resume preparation, placement and job retention services) and other supports required to ensure success and (b) has access to career opportunities at participating employers, including ECC/HANH.

ECC/HANH works to make the City of New Haven a better choice for living. Our goal is to build better neighborhoods and create more options for desirable affordable housing. We also provide resident services, include workforce development support and job opportunities for residents.

CT NAACP's One Million Jobs Campaign (OMJC)'s is dedicated to strengthening equity and the economic status of formerly incarcerated community members and those who are otherwise at a disadvantage in the labor market as a result of their involvement with the criminal justice system.

The OMJC works with employers to secure commitments to offer jobs for qualified applicants that are enrolled in OMJC and referred by our Workforce Partners as job ready. Employer partners will also provide feedback to the OMJC and Workforce Partners on the participants referred and on the process of preparation and referral. OMJC is currently partnered with the

healthcare, advanced manufacturers, retail industries to set aside over 10,000 jobs for formerly incarcerated individuals across the state of Connecticut over the next 3-5 years.

New Haven area employers, in partnership with CT NAACP's OMJC, are ready to employ formerly incarcerated individuals in entry-level positions with pathways to training and upward mobility. Additional employers in other sectors are being brought into the campaign as well.

OMJC is working with community organizations and government agencies in two categories, as:

- **Workforce Partners**, to whom OMJC refers enrolled participants for any workforce services required to be job ready and from whom OMJC receives referrals for enrollment, and
- **Community Referral Partners**, from whom OMJC receives referrals of candidates and who agree to support participants through the process of preparing for, securing, and succeeding in living wage jobs offering career pathways.

Once a candidate has applied to the OMJC (either directly or by referral), OMJC will refer the participant to a community Workforce Partner to assess individual needs, determine the training and skills required to align our clients with job eligibility requirements, and prepare candidates for successful application to participating employers. Through this network, support will be available in the areas of workforce training, adult education, higher education, and adult literacy. Once the Workforce Partner determines that the participant is job ready and an application is submitted, OMJC will alert the participating employer whose Human Resources staff have agreed to provide careful attention to OMJC candidates in their hiring process.

Upon a participant's employment, OMJC will work with its Workforce Partners and Community Referral Partners to support successful job applicants in retaining their employment, including with wrap-around services to assist with any systemic barriers that they may face.

In signing this document below, ECC agrees to support **OMJC** and declares the intent to carry out commitments listed in each category below.

Community Referral Partner Commitments:

- Publicize the OMJC at our residences and in conversations with residents;
- Make referrals of participants in the agency with a history of criminal justice involvement for enrollment in the OMJC;

Workforce Partner Commitments.

- Receive referrals of OMJC participants for workforce services, within each partner's existing contractual obligations and budgetary limitations;
- Make referrals of participants in the agency with a history of criminal justice involvement for enrollment in the OMJC;
- Provide and coordinate the workforce and supportive services each provides to individuals with a history of criminal justice involvement enrolled in OMJC;
- Report back to OMJC through OMJC's easily accessible online platform the results of those referrals on an individual basis where results will be aggregated;

- Attend professional staff training as needed and desired to implement our shared vision of an integrated reentry workforce services system;
- Work with other Workforce Partners and with State and Federal officials to identify and remove administrative, statutory, and regulatory barriers that interfere with effective reentry practices; and
- Support efforts to sustain and expand reentry workforce services in the New Haven area.

Employer Commitments

- Provide OMJC staff with a list of available positions;
- Train ECC/HANH human resources staff on making fair decisions regarding applicants with criminal records;
- Work with the OMJC Clearinghouse to help and train qualified candidates for open positions;
- Help all future employees with a "pathways to success" through internal promotions;
- Ensure that internships and job training are available to people with criminal records; and
- Provide feedback to OMJC on participants' application progress and outcomes.

We are confident that participation in the One Million Jobs Campaign will help our communities meet their workforce needs while continuing to provide exceptional services to the community, and job opportunities for formerly incarcerated individuals.

Karen DuBois-Walton, President

Elm City Communities

Date:

Scot X Esdaile, President

CT NAACP State Conference

Date:



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ECC/HANH works to make the City of New Haven a better choice for living. Our goal is to build better neighborhoods and create more options for desirable affordable housing. We also provide resident services, include workforce development support and job opportunities for residents.

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Once a candidate has applied to the OMJC (either directly or by referral), OMJC will refer the participant to a community Workforce Partner to assess individual needs, determine the training and skills required to align our clients with job eligibility requirements, and prepare candidates for successful application to participating employers. Through this network, support will be available in the areas of workforce training, adult education, higher education, and adult literacy. Once the Workforce Partner determines that the participant is job ready and an application is submitted, OMJC will alert the participating employer whose Human Resources staff have agreed to provide careful attention to OMJC candidates in their hiring process.

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- Report back to OMJC through OMJC's easily accessible online platform the results of those referrals on an individual basis where results will be aggregated;
- Attend professional staff training as needed and desired to implement our shared vision of an integrated reentry workforce services system;
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- Help all future employees with a "pathways to success" through internal promotions;
- Ensure that internships and job training are available to people with criminal records; and
- Provide feedback to OMJC on participants' application progress and outcomes.

We are confident that participation in the One Million Jobs Campaign will help our communities meet their workforce needs while continuing to provide exceptional services to the community, and job opportunities for formerly incarcerated individuals.

Karen DuBois-Walton, President

Elm City Communities

Date:

Scot X Esdaile, President

CT NAACP State Conference

Date:

MEMORANDUM

To: Board of Commissioners

From: Karen DuBois-Walton Ph.D., President

Date: June 21, 2022

RE: **Resolution ratifying, authorizing, and to the extent necessary, reauthorizing certain acts in connection with exercising the two one-year options for the period beginning May 1, 2021, and ending on April 30, 2023, with no option to renew; and increasing the contract value from \$82,802.15 to a not to exceed amount of \$248,406.45**

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #06-30/22R

TIMING: Immediately

DISCUSSION:

HANH has determined a need for Key and Lock Services. On March 2, 2020, a solicitation was issued with a return date of March 31, 2020. HANH received one (1) bid: Cohen's Key Shop in the amount of \$82,802.15.

HANH staff has conducted the due diligence required under our procurement Policy and HUD Procurement Manual, as well as evaluated the bid submitted by Cohen's Key Shop and has determined that the bid is in the competitive range. A contract award for Cohen's Key Shop is hereby requested

Resolution number #04-32/20-R authorized Cohen's Key Shop for Key and Lock Services Agency Wide for a total contract amount \$82,802.15 for the Period Beginning on May 1, 2020, and Ending on April 30, 2021, with two (2) one (1) year options to renew.

HANH entered a change order in March 2021 where there should have been a Board action. As such, HANH seeks ratification of exercising the two one-year options for the period beginning May 1, 2021, and ending on April 30, 2023, with no option to renew; and increasing the contract value from \$82,802.15 to a not to exceed amount of \$248,406.45

In accordance with resolution number #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be

approved by the Board of Commissioners prior to execution. HANH now requests the

FISCAL IMPACT: \$82,802.15 Operating Funds Budgeted for FY 20221

FISCAL IMPACT: \$82,802.15 Operating Funds Budgeted for FY 2022

FISCAL IMPACT: \$82,802.15 Operating Funds Budgeted for FY 2023

STAFF: **Lee Purvis, Central Operations Manager**

ELM CITY COMMUNITIES

Housing Authority of the City of New Haven

RESOLUTION NUMBER #06-30/22-R

Resolution ratifying, authorizing, and to the extent necessary, reauthorizing certain acts in connection with exercising the two one-year options for the period beginning May 1, 2021 and ending on April 30, 2023, with no option to renew; and increasing the contract value from \$82,802.15 to a not to exceed amount of \$248,406.45

WHEREAS, HANH has determined a need for Key and Lock Service Agency Wide; and

WHEREAS, On March 2, 2020, a solicitation was issued with a return date of March 31, 2020; and

WHEREAS, HANH received one (1) bid: Cohen's Key Shop in the amount of \$82,802.15; and

WHEREAS, HANH staff has conducted the due diligence required under our procurement Policy and HUD Procurement Manual, as well as evaluated the bid submitted by Cohen's Key Shop and has determined that the bid is in the competitive range; and

WHEREAS, Resolution Number 04-32/20-R authorized Cohen's Key Shop for Key and Lock Services Agency Wide for a total contract amount \$82,802.15 for the Period Beginning on May 1, 2020 and Ending on April 30, 2021 with two (2) one (1) year options to renew; and

WHEREAS, HANH entered a change order in March 2021 where there should have been a Board action; and

WHEREAS, As such, HANH seeks ratification of exercising the two one-year options for the period beginning May 1, 2021 and ending on April 30, 2023, with no option to renew; and increasing the contract value from \$82,802.15 to a not to exceed amount of \$248,406.45; and

WHEREAS, in accordance with resolution 10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The two one-year options for the period beginning May 1, 2021 and ending on April 30, 2023, with no option to renew; and increasing the contract value from \$82,802.15 to a not to exceed amount of \$248,406.45 is hereby ratified, authorized and to the extent necessary, reauthorized.

- 2) The President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on June 21, 2022.

Karen DuBois-Walton, Ph. D.

Secretary/President

Date

REVIEWED:

MCCARTER & ENGLISH, LLP

GENERAL COUNSEL

By: _____

Rolan Joni Young, Esq.

A Partner

	A	B	C	D	F
1		Cohens Key Shop			
2		Contract Number	OP-20-C-339		
3					
4		CHANGE ORDER LOG			
5					
6	Date	Resolution Number	Reason	Amount	Running Total
7					
8	May 25, 2020		PO 21540	\$ 82,802.15	
9					
10	May 25, 2021		Change Order Option Year #1	\$ 82,802.15	\$ 165,604.30
11					
12	May 25, 2022		Change Order Option Year # 2	\$ 82,802.15	\$ 248,406.45
13					
14					
15					
16					
17					
18					
19					
20					

MEMORANDUM

To: Board of Commissioners

From: Karen DuBois-Walton, President

Date: June 21, 2022

Re: Resolution Authorizing the revision of the Section 3 Administrative Guide Policy

ACTION: Recommend that the Board of Commissioners adopt Resolution Number #06-31/22-R

TIMING: Immediately

DISCUSSION:

In February 2022, the Board of Commissioners adopted the Section 3 Administrative Guide Policy. This policy established defined standards and guidelines regarding the utilization of Section 3 workers and Section 3 businesses partially or wholly funded with monies from HUD. ECC implements this policy in connection with contracts that are awarded to contractors, vendors, and suppliers by requiring each contractor or vendor to create employment and business opportunities for residents of ECC and other qualified low-very-low income persons residing in the ECC's jurisdiction.

Based on HUD PIH Notice 2022-10 issued April 18, 2022, in order for ECC to comply with HUD requirements and regulations, it is necessary for ECC to revise its Section 3 Administrative Guide Policy to remove from the policy the opportunity for any financial contribution(s) from developers or other contract vendors as a method of compliance with Section 3 requirements.

FISCAL IMPACT: \$0 Operating funds

STAFF: LaVonta Bryant, Director of Procurement

ELM CITY COMMUNITIES
Housing Authority of the City of New Haven

Resolution Number #06-31/22-R

**RESOLUTION AUTHORIZING THE REVISION OF THE SECTION 3 ADMINISTRATIVE
POLICY**

WHEREAS, in February 2022, the Board of Commissioners adopted the Section 3 Administrative Guide Policy, which policy established defined standards and guidelines regarding the utilization of Section 3 workers and Section 3 businesses partially or wholly funded with monies from HUD; and

WHEREAS, ECC implements this policy in connection with contracts that are awarded to contractors, vendors, and suppliers by requiring each contractor or vendor to create employment and business opportunities for residents of ECC and other qualified low-very-low income persons residing in the ECC's jurisdiction; and

WHEREAS, HUD PIH Notice 2022-10 issued April 18, 2022, requires that, in order for ECC to comply with HUD requirements and regulations, ECC revise its Section 3 Administrative Guide Policy to remove from the policy the opportunity for any financial contribution(s) from developers or other contract vendors as a method of compliance with Section 3 requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:**

1. The revision of the Section 3 Administrative Policy to remove from the policy the opportunity for any financial contribution(s) from developers or other contract vendors as a method of compliance with Section 3 requirements be and hereby is adopted, authorized and directed; and
2. The President be and hereby is authorized, empowered and directed to act on behalf of ECC, to take all such actions as are necessary or appropriate to cause to be prepared, executed and finalized upon such terms as the President deems necessary and appropriate and in the best interest of ECC, any and all such documents and instruments as necessary to fulfill the foregoing purposes; and
3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present on June 21, 2022.

Karen DuBois-Walton, Ph. D.
Secretary/President

Date

REVIEWED:
MCCARTER & ENGLISH, LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
A Partner

Elm City Communities

SECTION 3

ADMINISTRATIVE GUIDE

**Effective Date:
Revised June
2022**

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1. General Policy Statement

The Housing Authority City of New Haven d/b/a Elm City Communities (ECC) is committed to helping the residents of its communities move towards self-sufficiency by providing opportunities for training and employment. It is the policy of ECC to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

ECC implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of ECC and other qualified low- and very low- income persons residing in the ECC's jurisdiction.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of ECC residents and businesses by ECC contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. ECC shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to ECC residents prior to acting on any proposed contract award.

2. Section 3 Purpose

ECC fully embraces the spirit and intent of its obligations as defined under Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) which requires ECC ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

3. Section 3 Contracting Policy and Procedure

ECC will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to ECC be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting, and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form.

The existing Procurement Policy also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE).

4. Section 3 Employment & Training Goals

It is the policy of ECC to utilize ECC residents and Section 3 businesses in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). ECC has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 75 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- **Twenty-five percent (25%) or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Section 3 workers, (Section 3 worker Labor Hours / Total Labor Hours = 25%) and**
- **Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Targeted Section 3 workers (Targeted Section 3 Worker Labor Hours/ Total Labor Hours= 5%), as defined at § 75.11.**

It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to ECC are required to certify that they comply with the requirements of Section 3.

If Section 3 benchmarks are not met, ECC and their contractors and subcontractors must report on the qualitative nature of its Section 3 compliance activities. Such qualitative efforts may, for example, include but are not limited to the following:

- a. Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- b. Provide training or apprenticeship opportunities.
- c. Provided technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching)
- d. Provided or connected Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- e. Held one or more job fairs
- f. Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- g. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/ technical training.
- h. Assisted Section 3 Workers to obtain financial literacy training and/or coaching.
- i. Engaged in outreach efforts to identify and secure bids from Section 3 Business concerns.
- j. Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- k. Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- l. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.
- m. Promoted use of business registries designed to create opportunities for disadvantaged, small business, Minority and women owned business.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included, page 17.

5. Section 3 Program Participant Certification Procedure

ECC will certify Section 3 program participants who reside in ECC developments, programs, and jurisdiction and who are seeking preference in training and employment.

- All persons living in the City of New Haven who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- Once this assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of ECC commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

6. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

ECC will assist contractors in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list, to the Section 3 Coordinator of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.
- Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

7. Preference for Contracting with Section 3 Business Concerns

ECC, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

- **Category 1:** Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- **Category 2:** Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- **Category 3:** HUD Youthbuild programs being carried out in the City of New Haven in which Section 3 covered assistance is expended.
- **Category 4:** Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by ECC.

8. Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with ECC shall complete the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability form, which can be obtained from ECC Procurement Agent. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the Procurement Agent of ECC prior to the submission of bids for approval. If the Procurement Agent previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

9. Resident Owned Business Contracting

ECC will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by ECC residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to ECC that shows how each of the following requirements has been met:

- Submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 200, but applies only to solicitations of resident-owned businesses. ECC will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best businesses, economic and service interests of the authority.

10. Efforts to Award Contract Opportunities to Section 3 Business Concerns

ECC will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on ECC contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the City of New Haven's Business Development Department, business assistance agencies, Minority and Women's Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist ECC with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, and obtain licenses, bonding, and insurance.

11. Section 3 Residents Recruitment, Training, and Employment

ECC will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the housing developments as well as all ECC public housing management offices.
- The resident councils, resident management corporations, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas in all ECC housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
- A database will be developed of certified Section 3 residents of public housing
- A database will be developed to maintain a skill assessment of all Section 3 residents
- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to the availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to ECC residents developing skills that will transfer into the external labor market.
- A provision for a specific number of eligible ECC residents to be trained or employed by the contractor will be incorporated into the contract.

12. Employment of Section 3 Program Participants

- The Section 3 Coordinator may conduct a pre-interview with eligible and qualified residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
- If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of residents available for work.
- Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be solved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
- In order to qualify for employment with contractors, public housing residents must have their name(s) on a ECC lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with ECC (current documented eviction, criminal and drug activity or trespassing).
- Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
- Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources by the Section 3 Coordinator who will maintain bi- weekly contact with residents to monitor progress.

13. Contractor's Requirements in Employing Section 3 participants:

Under ECC Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - Category 1 – Section 3 Resident
Residents of the public housing development or developments for which the financial assistance (contract) shall be expended.
 - Category 2 – Section 3 Resident
Residents of other public housing developments managed by ECC, or residents of Section 8 assisted housing managed by ECC
 - Category 3 – Section 3 Resident
Participants in HUD Youthbuild program being carried out in the project boundary area.
 - Category 4 – Section 3 Resident
To low and very-low income persons with in the metropolitan or non-metropolitan area in which the assistance is expended.).
- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - a) names of the Section 3 business concerns to be utilized,
 - b) estimates of the number of employees to be utilized for contract,
 - c) projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
 - d) efforts that will be utilized to seek Section 3 participants. (See Exhibit 2)
- Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that the individuals are not involved in any legal proceedings against/with ECC.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.
- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to ECC Section 3 Coordinator.
- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.

14. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, ECC encourages submittal of such complaints to its Director of Procurement as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 75.
- Complaints must be filed within ten (10) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The ECC will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- ECC will provide written documentation detailing the findings of the investigation. ECC will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint. If complainants wish to have their concerns considered outside of the ECC, a complaint may be filed with: The HUD program office responsible for the public housing financial assistance to the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

15. Required Submission Documents

Contractors shall provide periodic and project end reports using the Section 3 Compliance Report Form (Appendix C). Contractors shall submit with the Section 3 Compliance Report Form supporting documentation of efforts to demonstrate their good faith efforts and achievements. These documents include, but are not limited to the following:

- a. Section 3 Worker and Targeted Section 3 Worker Certification Forms
- b. Section 3 Business Concern Certification Forms
- c. Payroll or time-and attendance-based reports
- d. Outreach effort documentation

ECC reserves the right to request from Contractor additional compliance documents to support data reported on the Section 3 Compliance Report Form, and to request such other documents as ECC deems necessary for verification and documentation efforts.

16. Compliance

1. Reviews for Compliance.

- a. ECC may periodically audit Contractors'/Subcontractors' performance for compliance with the requirements of Section 3 and this Policy and may conduct periodic project site visits and employee interviews to support such efforts.

- b. In connection with an audit for compliance, ECC reserves the right to request from Contractors/Subcontractors reports and information concerning its efforts to comply with the requirements of Section 3, this Policy, and the Section 3 Contract's related contract terms and conditions.

2. Penalties for Non-Compliance

- a. Contractors who fail to comply Section 3 Commitments and obligations as set forth in their Section 3 Contracts shall, following notice and a reasonable opportunity to cure (as determined by ECC in its sole discretion based upon the circumstances), be deemed in material default of their contracts, and may be subject to administrative penalties and/or debarment as follows:
 - i. 1st Violation: Administrative penalty of ten percent (10%) of the contract award amount including all amendments
 - ii. 2nd Violation: Administrative penalty of additional ten percent (10%) of the contract award amount including all amendments.
 - iii. 3rd Violation: Debarment, suspension, denial of participation in ECC contracting or HUD Programs in accordance with 2 CFR 2424, and elsewhere.
- b. Contractors and Subcontractors who engage in intentional acts of fraud such as providing false information, materially inaccurate information, or material omissions in the completion of Section 3 forms, including without limitation, certifications, payroll records or project labor hours records, may be subject to debarment, suspension from or denial of participation in ECC, HUD and Federal contracting, and may be also subject to criminal and/or civil liabilities and penalties.

17. Record Retention

ECC and any of its duly authorized representatives shall, until five years after the final payment under the Section 3 Contract, have access to and the right to examine any Contractor or Subcontractor books, payroll records, documents, papers or other records concerning Section 3 benchmarks, good faith effort and reported achievements for the purpose of making audit, examination, or in response to HUD request, refer to HUD Section 3 Compliance Review Checklist (Appendix D) for documents that are required for review.

18. Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity or Assistant Secretary of Public and Indian Housing (PIH)

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - means any entity entering into a contract with:

1. A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project: or
2. A subrecipient for work in connection with a Section 3 project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Labor Hours- means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of

the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – A business concern meeting at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing

(including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Section 3 Worker- Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.
- The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

19. Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and 24CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance forhousing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations. Specifically, contracts must be:

1. Consistent with existing Federal, state and local laws and regulations

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Exhibit
1a

SECTION 3 INCOME LIMITS

All residents of ECC public housing developments qualify as Section 3 residents. Additionally, residents residing in the City of New Haven who meet the income limits set forth below can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

FY 2022 Income Limit Area	FY 2022 Income Limit Category	
Median Income –New Haven County	Very Low (50%) Income Limits	\$39,450
\$ 99,700	Extremely Low (30%) Income Limits	\$23,700
	Low (80%) Income Limits	\$62,600

*FY 2022 Income Limits

MEMORANDUM

To: Board of Commissioners
From: Karen DuBois- Walton, Ph.D., Executive Director
Date: June 16, 2022

RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT WITH LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (“LEAP”) TO ESTABLISH A USE AGREEMENT FOR 74 WAYFARER STREET BEGINNING JUNE 18, 2022 AND ENDING AUGUST 12, 2022 TO HOUSE LEAP, INC. SUMMER YOUTH COUNSELORS PROVIDING SERVICE TO ECC/HANH YOUTH RESIDING AT WESTVILLE MANOR

ACTION: Recommend that the Board of Commissioners Approve Resolution #06-32/22R

TIMING: Immediately

DISCUSSION:

Historically, HANH had partnership with LEAP, Inc. to provide youth programming for ECC/HANH youth at selected sites. HANH has provided summer housing for youth counselors in exchange for free summer programming for ECC/HANH youth at selected sites. HANH was requested by LEAP Inc. regarding the need for summer housing beginning on June 18, 2022 at Westville Manor housing development. In an effort to be responsive, HANH identified an appropriate unit and executed a use agreement with LEAP, Inc. and now seeks ratification of those actions.

HANH seeks ratification of the Memorandum of Agreement with Leadership, Education and Athletics in Partnership, Inc. establishing a use agreement for 74 Wayfarer Street for the period beginning June 18, 2022 and ending August 12, 2022.

FISCAL IMPACT: NONE

STAFF: Gary Hogan, Vice President of Operations

Housing Authority of the City of New Haven

RESOLUTION #06-32/22R

RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT WITH THE LEADERSHIP, EDUCATION AND ATHLETICS IN PARTNERSHIP, INC. (“LEAP”) TO ESTABLISH A USE AGREEMENT FOR 74 WAYFARER STREET BEGINNING JUNE 18, 2022 AND ENDING AUGUST 12, 2022 FOR HOUSING FOR LEAP SUMMER COUNSELORS PROVIDING SERVICES TO ECC/HANH YOUTH RESIDING AT WESTVILLE MANOR.

WHEREAS, LEAP has previously provided summer camp programming to ECC/HANH youth in exchange for free summer housing for youth counselors; and

WHEREAS, it is a benefit to ECC/HANH youth to participate in summer programming and build relationships with counselors who reside in the community; and

WHEREAS, ECC/HANH has identified an appropriate unit at 74 Wayfarer Street for use from June 18, 2022 through August 12, 2022; and

WHEREAS, ECC/HANH recommends entering into a Memorandum of Agreement establishing a use agreement with LEAP;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the Memorandum of Agreement with Leadership, Education and Athletics in Partnership, Inc. establishing a use agreement for 74 Wayfarer Street beginning June 18, 2022 and ending August 12, 2022 is ratified and the President be and hereby is authorized, empowered and directed to act on behalf of HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of HANH, the agreement contemplated hereby.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

1. The Board authorizes the President to take such action and execute such documents as necessary to implement the provisions of this Resolution.
2. This Resolution will take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which quorum was present June 16, 2015.

Karen DuBois-Walton, Ph.D.
Secretary/President

Date

REVIEWED:
McCarter & English LLP
GENERAL COUNSEL

By: _____
Rolan Joni Young, Esq.
Partner

**MEMORANDUM OF AGREEMENT
RE: 74 WAYFARER STREET
NEW HAVEN, CONNECTICUT 06511**

**THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN
and
Leadership, Education, and Athletics in Partnership, Inc. (“LEAP”)**

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I. PURPOSE

I.A. The purpose of this agreement (the "Agreement") is to establish a use agreement by and between the Leadership, Education, and Athletics in Partnership, Inc., a Connecticut non-stock corporation with an address at 31 Jefferson Street, New Haven, Connecticut 06511 ("LEAP") and the Housing Authority of the City of New Haven (“HANH”) (d/b/a Elm City Communities) a public body corporate and politic organized and existing pursuant to Chapter 128 of Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, CT 06510, for the use by LEAP of Unit (the "Premises") are the HANH owned real property located at 74 Wayfarer Street, New Haven, CT 06511 (the "Property").

I.B. The Premises shall serve as residential housing for LEAP’s Senior Youth Counselors in connection with the administration and implementation of LEAP’s Social and Academic Enrichment Program for youth and residents at HANH owned or controlled developments listed in Schedule 1 attached hereto ("HANH Developments"). In exchange for the use of the Premises, HANH wishes LEAP to provide, and LEAP wishes to provide certain services at the HANH controlled developments, which services are more particularly described hereinbelow.

II. AGREEMENT SCOPE

II.A. The Agreement concerns the use by LEAP of the Premises located at the Property and the provision by LEAP of the Services at HANH Developments.

III. CONTACT PERSONS

ECC/HANH'S President will appoint a staff representative(s) to serve as the contact person for this Agreement.

LEAP will appoint 2 (two) Representatives to serve as the contact persons for this Agreement.

IV. AGREEMENT TERMS. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HANH and LEAP hereby agree as follows:

IV.A. Premises. HANH hereby grants LEAP the right to use and occupy the Premises for the purpose of providing the services more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Services"). The right use and occupy the Premises is granted to LEAP "as is", and "with all defects" and HANH makes no representations or warranties as to the condition or habitability of the Premises or the suitability of the Premises for LEAP's intended purposes or for any other purposes.

IV.B. Term. The term of this Agreement (the "Term") shall commence as of June 18, 2022 (the "Commencement Date") and shall end on August 12, 2022 or such earlier date pursuant to the termination provisions set forth herein (the "Termination Date"). In the event the Premises becomes uninhabitable or is otherwise not usable for its intended purposes, this Agreement shall terminate.

IV.C. Renewal of Agreement. This agreement is non-renewable.

IV.D. Use. LEAP shall use and occupy the Premises solely as residential housing for LEAP's Senior Youth Counselors as set forth in Section I.B. of this Agreement. LEAP shall provide the Services at HANH Developments during the agreed upon operating hours ("Operating Hours") as described in Exhibit B attached hereto, which Services shall be coordinated by LEAP at no cost to HANH; the Premises shall not be used for any other purposes whatsoever without the prior written consent of HANH. All groups including LEAP shall abide by the Acceptable Uses of HANH Space as outlined in Schedule 2 attached hereto. LEAP shall provide the following as part of its use of the Premises:

- a. LEAP shall monitor the activities and services provided by LEAP staff and submit a monthly certification to HANH certifying that LEAP is providing services that benefit HANH residents in accordance with Exhibit A attached hereto.
- b. LEAP shall schedule and coordinate use of space at the Premises and at HANH Developments where LEAP is providing the Services by LEAP staff; including, as applicable, opening and closing the on-site facilities during normal business hours or coordinating with HANH staff opening and closing the facilities;
- c. LEAP shall implement a sign-in procedure for all activities and make the same available for HANH review;

d. LEAP shall promptly notify HANH of any emergency situations that arise at the Premises and/or other and shall take such actions as are reasonably prudent in handling such emergency situations.

In the event that LEAP desires to use the Premises or the HANH Developments, other than as set forth herein, then LEAP shall notify HANH at least five (5) business days prior to the date of such intended use, and, with respect to the Premises, such use may be granted or denied by HANH in HANH's sole and absolute discretion, and with respect to the HANH Developments, as part of such notification, LEAP shall include a specific request for such necessary HANH personnel to be present for the after hour use, and LEAP shall be responsible for the set-up, cleaning and locking up of the Premises. If HANH personnel is not required, LEAP will ensure that the after hour use is properly supervised and that the HANH Developments will be opened and closed by a representative of LEAP.

IV.E. Fees and Costs. LEAP shall pay the following fees when required in reference to the fee structure outlined below.

- a. **Key/Access Fee:** LEAP shall assume the cost of securing the Premises during the term of the Agreement.
- b. **Maintenance Fee:** LEAP shall keep the Premises clean during the Term of the Agreement. In the event that additional cleaning or maintenance is required due to a program, group, event, or activity sponsored by LEAP, LEAP shall pay a Maintenance Fee for costs incurred by HANH in connection with such additional cleaning or maintenance.

IV.G. Compliance with Laws/Parental Consent. During the Term of this Agreement, LEAP shall, at its sole cost and expense, comply with all governmental laws, ordinances, by-laws, rules, regulations, orders and decrees (collectively, "Laws") affecting the use of the Premises, the HANH Developments, and procure all licenses, permits and approvals and take all such other actions as are necessary in order to comply with all such Laws. Furthermore, LEAP shall obtain written parental consent for all minors participating in activities and programs provided by LEAP at the Premises and/or the HANH Developments, and ensure that there are at least two adults present during any youth activity. LEAP agrees, upon request of HANH, to provide copies of (i) all licenses, permits, approvals or other evidence of LEAP's compliance with Laws relating to the Services and/or LEAP's use of the Premises and (ii) the parental consent forms required to the terms of this Section.

IV.H. Compliance with Rules and Regulations. During the Term of this Agreement, LEAP shall comply with all rules and regulations relating to the use of the Premises and the HANH Developments as set forth in Exhibit C attached hereto, which may be established and or modified by HANH from time to time, and provided to LEAP in writing. LEAP agrees that any issues, disputes, complaints regarding such rules and regulations shall be referred to the designated HANH representative. HANH will make every effort to resolve any such complaints by meeting with LEAP to discuss the issues. If HANH is unable to resolve any such complaints, the matter will be referred to a mutually agreed upon arbitrator for mediation.

IV.I. Insurance. During the Term of this Agreement, LEAP shall, at its sole cost and expense, obtain and maintain in force the following insurance coverage: (a) commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, (b) worker's compensation insurance covering its employees as required by law, and (c) motor vehicle insurance covering owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00). All insurance required in the Agreement and all renewals of the same shall be issued by companies authorized to transact business in the State of Connecticut. All insurance policies (i) shall name HANH, as additional insured, (ii) shall expressly provide that they may not be canceled or altered without thirty (30) days prior written notice to HANH, and (iii) shall contain a waiver by the insurer of its rights of subrogation against HANH. All policies shall be written as primary policies, not contributing with and not in excess of any coverage that HANH may carry. Upon issuance, a certificate of all policies shall be delivered to HANH. If LEAP fails to maintain the insurance required hereunder, HANH may (but shall not be required to), upon five (5) days notice to LEAP procure such insurance as may be necessary to comply with this Agreement, and LEAP shall reimburse HANH the cost of such insurance immediately upon HANH's demand therefore.

IV.J. Utilities. Utilities including water, electricity/gas, heating and sewer services shall be provided by HANH at no additional expense to LEAP. LEAP shall be responsible for payment of any telephone charges associated with the use of telephones and/or computers related at the Premises.

IV.K. Alterations. LEAP shall not make any alterations, additions, improvements, or modifications to the Premises (other than interior decorations) without prior written consent of HANH, which consent may be withheld in HANH's sole and absolute discretion. In doing any such work as may be permitted hereunder, LEAP shall (a) pay promptly when due the entire cost any work to the Premises undertaken by LEAP (b) remove immediately after notice thereof any liens for labor and materials arising from such work (c) procure all necessary governmental licenses, permits and approvals (if any) before undertaking such work, (d) and do all of such work in a good and workmanlike manner, employing materials of first class quality and complying with all Laws and regulations.

IV.L. Prohibited Activities. During the Term of this Agreement, LEAP shall not (a) commit or permit any waste, overloading, damage, private or public nuisance or unlawful or noxious activity to be conducted upon the Premises, (b) permit the attachment of any lien on the Premises, (c) engage in or permit any illegal activities at the Premises, (d) store, use, handle, or dispose of hazardous materials (as such materials may be defined from time to time under Connecticut and/or federal law) except the incidental use, storage handling or disposal of such materials in connection with LEAP's use of the Premises and then only in compliance with all applicable laws, or (e) use or allow the use or presence of alcohol or any controlled substance during the implementation of programs in the Premises. All groups including Tenant Representative Councils (TRC) must abide by the rules set forth in the Acceptable Uses of HANH space as outlined in Schedule 2.

IV.M. Entry and Inspection. HANH and all its agents shall be permitted to enter the Premises for the purposes of inspecting the Premises and ascertaining LEAP's compliance with the provisions of this Agreement. HANH agrees that it will use reasonable efforts to provide LEAP with at least five (5) days notice prior to entering the Premises, but shall not be required to provide such notice in the event of an emergency. In exercising its rights under this Section, HANH will use reasonable efforts not to unreasonably interfere with LEAP's use of the Premises.

IV.N. Personal Property. LEAP acknowledges and agrees that its use of the Premises and its placement or use of its personal property in or on the Premises shall be at LEAP's sole risk, cost and expense. LEAP shall not be permitted to secure the Premises by means of locks and or other security devices other than locks or other security devices provided by HANH. LEAP shall not be permitted either to (i) install any other locks or other security devices other than those provided by HANH or (ii) change the locks or other security devices on its Premises without the prior written consent of HANH. HANH shall provide LEAP with (i) keys to the dwelling unit (the "Keys") and/or (ii) means of access ("Access Devices") to any other security devices securing the Premises. LEAP shall not be permitted to make copies of the Keys or Access Devices or to provide the Keys or Access Devices to any third parties without the prior written consent of HANH. LEAP acknowledges that HANH shall keep copies of the Keys and Access Devices, which may be used by HANH in the exercise of its rights pursuant to Section IV.M. hereof.

IV.O. Indemnification. LEAP shall indemnify and hold HANH and its officers, directors, partners, shareholders, employees, agents, contractors, attorneys and affiliates and any holders of mortgages on the Property harmless for, from and against any damage, claim, loss, liability, cost or expense (including reasonable attorney's fees and expenses) incurred on account of any breach by LEAP of any of its obligations hereunder, any negligence caused by an act or omission by LEAP or any of its officers, employees, agents, contractors or guests. The provisions of this Section IV.O. shall survive the termination of this Agreement. The indemnification provided hereunder shall terminate and expire on the date that the statute of limitations has expired on any claim that is brought, or may be brought, by a third party claimant against HANH for the claims defined hereinabove.

IV.P. Surrender of Premises. On the earlier of the expiration of the Term or other termination of this Agreement, LEAP shall vacate the Premises, surrender all keys thereto and remove all of its goods and effects, and yield up the Premises in broom-clean condition. In the event LEAP shall fail to so vacate the Premises or any portion thereof as aforesaid, HANH shall have the right, in addition to any other rights and remedies available at law or in equity, (a) charge LEAP a per diem sum for each day of additional use and occupancy in the amount of \$77.78 and/or (b) remove LEAP and its property from the Premises. Furthermore, any property not removed by LEAP in accordance with this paragraph shall be deemed abandoned and may be retained by HANH or may be removed and disposed of by HANH in such manner as HANH shall determine.

IV.Q. Default. Either party's failure to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a default and breach of this Agreement ("Event of Default"): If an Event of Default occurs, then the non-defaulting party may, at anytime thereafter, terminate this Agreement, by giving thirty (30) days written notice of termination to the other party: provided, however, that such termination shall not release the defaulting party from its

obligation to observe or perform any of the duties or obligations set forth in this Agreement which were required to be performed prior to such termination. If LEAP defaults in the performance of its obligations hereunder, HANH shall have the right to pursue any and all remedies available, whether at law or in equity, including without limitation, the right to reenter and take possession of the Premises. Upon such default by LEAP, upon notice from HANH, LEAP's right to use and occupy the Premises shall terminate and LEAP shall immediately quit and surrender the Premises as provided for in Section IV.P. of this Agreement.

IV.R. Performance Obligations. If LEAP defaults in the performance of any of its obligations under this Agreement, which default is not cured after applicable notice and cure periods, then HANH shall have the right, at its election, to pay sums or do any act requiring the expenditure of funds necessary or appropriate (as determined by HANH) by reason of the failure or neglect of LEAP to perform any of its obligations hereunder. If LEAP defaults in the performance of any of its obligations under this Agreement, LEAP agrees to pay HANH all such sums, including, without limitation, HANH's reasonable attorneys fees and expenses, within ten (10) days of HANH's demand therefor.

IV.S. No Assignment or Other Transfer. This Agreement, including, without limitation, the rights, obligations and benefits hereunder, may not be assigned by LEAP without the prior written consent of HANH. LEAP shall not assign or otherwise transfer the whole or any portion of its interest in the Premises or its rights hereunder, and any attempted assignment or other transfer without HANH's prior written consent shall be null and void and of no force and effect.

IV.T. No Personal Liability of HANH. Notwithstanding anything to the contrary in this Agreement, the commissioners, officers, directors, partners, shareholders, agents, employees or affiliates of HANH shall have no personal liability with respect to any of the terms, covenants, conditions, and provisions of this Agreement, and LEAP shall look solely to the interest of HANH, and its successor and assigns, in the Premises, for the satisfaction of each and every remedy of LEAP in the event of default by HANH hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

IV.U. Resident Participation or Service Fees: LEAP is prohibited from charging fees for residents' participation in its programs and for the receipt of the Services. If such payment is required for specialized services, a request shall be made by LEAP to HANH which request shall explain the reason for the charges and how the costs will be paid by the resident (i.e. medical insurance, government assistance, etc.). If LEAP desires to charge participation or services fees as part of a fundraiser for the residents, LEAP shall submit a request for approval of the same to HANH, which request shall include a description of the activity, proposed dates, fees, and host. Such request shall be submitted to HANH for approval at least (5) business days in advance. Printed receipts to verify costs as well as revenue made and receipts shall be submitted to HANH to be deposited in the respective account for the residents at the site where the activity took place. In accordance with state law, HANH will be required to deposit revenue into resident account within (1) one business day. Monthly ledgers will be reviewed with LEAP and with residents at respective sites if applicable.

V. GENERAL PROVISIONS

V.A. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when delivered in person, or when received if delivered or mailed by registered or certified mail postage prepaid addressed or by recognized overnight courier service to the other parties at the addresses listed below, or such other addresses as may be designated by written notice delivered in accordance with this Section.

If to LEAP:

31 Jefferson Street
New Haven, CT 06511
Attention: Executive Director, LEAP

If to HANH:

360 Orange Street
New Haven, CT 06511
Attention: Karen DuBois-Walton, Ph.D., President

V.B. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument.

V.C. Modification. This Agreement supersedes any prior oral or written agreement or understanding between the parties as to the matters set forth herein, and may not be amended except by written instrument executed by the party to be charged.

V.D. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, as the case may be, the parties hereto and their permitted successors and assigns.

V.E. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut and the United States without regard to principles of conflicts of laws.

V.F. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS, WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

HOUSING AUTHORITY OF THE
CITY OF NEW HAVEN

LEADERSHIP, EDUCATION, AND
ATHLETICS IN PARTNERSHIP, INC.

By: _____
Karen DuBois-Walton, Ph.D.

By: _____
Henry Fernandez

Its President

Its Executive Director

Exhibit A
Services

LEAP shall house its Senior Youth Counselors on the Premises.

LEAP counselors shall engage children in supervised activities. Counselors shall pick up children from their homes each morning before 8 am and escort them to the local community school where children will engage in a reading-based curriculum. In the afternoons, counselors will engage children in a variety of recreational and culturally enriching activities, such as visiting libraries and museums, compete a physically challenging ropes course, engage in athletic workshops, technology-enhanced multi-media workshops, aquatics, dance, etc. At 4:30 pm, counselors shall escort the children back to their homes.

LEAP shall provide high quality care and enrichment for forty five children at no cost to families.

LEAP shall also recruit junior counselors from the community. Counselors are provided with training to become civically engaged, leaders, effective teachers and mentors and responsible decision-makers.

Exhibit B
Operating Hours

LEAP shall have access 74 Wayfarer Street, 24 hours per day between June 18, 2022 and August 13, 2022.

LEAP's summer programming will occur Monday through Friday between the hours of 8 am and 4:30 pm.

Schedule 1
HANH Developments

Schedule
Acceptable Uses of HANH Space