

5-Year PHA Plan (for All PHAs)

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

OMB No. 2577-0226
Expires: 02/29/2016

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

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information				
A.1	PHA Name: <u>City of Hornell Housing Authority</u> PHA Code: <u>NY-067</u>				
PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>10/2020</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission					
<p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p>					
<p>A copy of the City of Hornell Housing Authority 5 Year Plan for Fiscal Year Beginning 10/2020 will be available to the public and posted in our office lobby as well as in all three of Community Buildings on the Community bulletin boards. All relevant information will also be available for inspection at our office located at 87 E. Washington St., Hornell, NY.</p>					
<p>This complete plan and all relevant information will also be posted on the City of Hornell Housing Authority website: www.hornellhousing.org</p>					
<p>Resident council members will also receive a copy of the complete plan along with all relevant documents.</p>					
<input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)					
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	5-Year Plan. Required for <u>all</u> PHAs completing this form
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>Attached</p>
B.2	<p>Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p>Attached</p>
B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>Attached</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>Attached</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>Attached</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

CITY OF HORNELL HOUSING AUTHORITY

87 EAST WASHINGTON STREET
HORNELL, NEW YORK 14843

KAREN H. CARNEY
EXECUTIVE DIRECTOR

PHONE: 607-324-7912
FAX: 607-324-7913

The City of Hornell Housing Authority's Five-Year Plan **Fiscal Years 2020-2024**

B.1 Mission Statement:

The City of Hornell Housing Authority will focus its resources on maintaining and assisting households and individuals of the Hornell Community with quality, economically efficient, environmentally friendly and personally safe housing.

B.2 New Strategic Goals:

- Achieve High Performer status in the Section 8 Housing Choice Voucher Program. Once achieved, CHHA will make great efforts to continually maintain this status.
- Increase Landlord Participation in the Housing Choice Voucher Program by improving and increasing access to information previously only available upon request, and by easing the concerns and frustrations surrounding the inspection process.
- Adapt to the recent pandemic crisis or any future crisis by practicing the recommendations of the CDC, educating our participants on what the current and future guidelines are, and providing and encouraging alternative methods participants may utilize in order to effectively remain in compliance with program regulations. This will be achieved by regularly updating participants via letters, the CHHA website, and by posting informational flyers in all common areas.
- Encourage tenants to participate in the educational programs being offered to them by the various vendors in order to improve their skills and physical and financial well-being, such as, but not limited to: financial counseling, employment, higher education, and child care opportunities, nutrition and wellness workshops, and community service/involvement opportunities.
- Improve the safety of participants within the Housing Authority's properties by adding to and upgrading security cameras, educating Residents of the Housing Authority as to identification and reporting of security risks whether or personal or structural, placing more emphasis on personal safety of residents when conducting inspections, and working with the local police, fire, and codes departments to ensure there is an open and effective relationship.

AGREEMENT
FOR
PROVIDING SELF-SUFFICIENCY SUPPORTIVE SERVICES AND
EMPOWERMENT ACTIVITIES
TO RESIDENTS OF PROJECT BASED VOUCHER UNITS
AT
THE HORNELL COMMUNITY APARTMENTS PROJECT

Made this 9th day of April, 2020 between the HORNELL COMMUNITY APARTMENTS, LLC. (hereinafter known as "HCA"), 87 E. Washington Street, Hornell, New York 14843, and ProAction of Steuben and Yates, Inc. (hereinafter known as "ProAction"), 117 East Steuben Street, Bath, New York 14810.

Whereas, HCA is Owner of the affordable housing Development known as Hornell Community Apartments Project, consisting of 147 residential units in three main complexes and 9 scattered sites in the City of Hornell.

Whereas, approximately 147 of the 147 residential units of the Development will receive operating subsidy in the form of Section 8 Project-Based Vouchers (PBV's).

Whereas, the Hornell Housing Authority is the Section 8 PBV Administrator. Chapter 17, Project-Based Section 8 Voucher Program, of the Authority's Section 8 Administrative Plan governs the use of project-based vouchers.

Whereas, pursuant to the Authority's PBV Program guidelines, project-based assistance will ordinarily be limited to 25% (50% under RAD) of the units contained within each building the proposed project. However, for projects providing supportive services/empowerment activities, each unit that is occupied by families receiving "qualified supportive services" shall be an "exempt" unit and shall not apply toward the 25% (50% under RAD) cap.

Whereas, pursuant to the attached Supportive Services/Empowerment Activities Plan (attached), of the PBV Program, child care, education, job training and employment counseling, transportation (for job training, skills training, counseling, or education only), substance/alcohol abuse treatment or counseling, household skill training, and homeownership counseling or referrals are "qualifying supportive services".

Whereas, ProAction is affiliated with the Hornell Community Apartments Project as a provider of supportive services/empowerment activities focused on maximizing the ability of residents to access opportunities that lead to self-sufficiency.

Whereas, new residents of the Hornell Community Apartments Project and Project Based Voucher participants whose head/spouse/co-head are not elderly (age 62) or disabled are the targeted population for services provided by ProAction as current residents of the units are exempt from this requirement.

Whereas, by virtue of the Hornell Housing Authority's ownership interest in the Development and as its Managing Agent, utilizing its Residential Lease, including Appendix G Self-sufficiency Contract of Participation and Rider to Residential Lease for Subsidized Apartments (attached), residents of PBV units of the Hornell Community Apartments Project are considered eligible for self-sufficiency services provided by ProAction and are so obligated to participate.

NOW, THEREFORE, HCA and ProAction hereby enter into this Agreement for providing self-sufficiency supportive services/empowerment activities to the residents of PBV units at the Development, as follows:

1. ProAction shall provide employment counseling and referral services to the each qualifying family determined by HCA/HHA staff residing in each of the approximately 147 PBV units at the Development from its Community Building Offices provided by HCA on-site at the Developments. Upon vacancy of a PBV unit, ProAction shall discontinue services to that family and initiate services with the new family.
2. ProAction shall meet with each family initially, evaluate their employment needs and develop an Individual Training and Services Plan (ITSP). The ITSP shall consist minimally of receiving counseling and following up on employment referrals in an effort to seek and maintain full-time employment or, if already employed, seek to upgrade employment status.
3. ProAction shall meet with each family again minimally once prior to their annual income recertification to evaluate their progress in completing their ITSP. If the ITSP has been completed, and the family has satisfied the

terms of the Self-sufficiency Contract, ProAction may cease providing services to that family. ProAction shall provide written documentation to HCA and the Hornell Housing Authority of each family's completion or continued participation in its ITSP.

4. Effective date. This Agreement shall take effect immediately upon its execution by both parties. The term of the Agreement shall be five years with an option to renew the term for an additional five years. The Agreement may be terminated by mutual agreement of both parties with 90 days notice.

5. Agreement sum.

The value for **Year 1** of this Agreement is: **\$38** per qualifying family per hour residing in a PBV unit within the Hornell Community Apartments Project and receiving services plus:

- 1) Actual cost of reasonable and necessary Incentives/Client Assistance (interview clothing, bus tokens/transportation for an interview, etc.)
- 2) Mileage to be reimbursed at the current Federal Rate. In regard to mileage costs, every reasonable attempt will be made to consolidate trips as a cost savings measure.

6. Changes in scope.

This agreement, resulting scope of work, and agreement sum shall be modified by negotiation with 60 days notice to reflect any changes in regulations which effect the supportive services requirement of the PBV program.

In Witness Whereof, the parties hereby execute this Agreement as of the date first mentioned above.

Karen Carney
Hornell Community Apartments, LLC
By: Karen H Carney, Executive Director/CEO
Hornell Community Apartments Project Managing Member
City of Hornell Housing Authority

ProAction of Steuben and Yates, Inc.
By: Laura Rossman, Executive Director
Attachment Listing:

Attachment A: Supportive Services/Empowerment Activities Service Plan

Attachment B: HCA Supportive Services/Empowerment Activities Plan

Attachment C: HUD 52530-C, "Tenancy Addendum Section 8 Project-based Voucher Program"

Attachment D: Supportive Services/Empowerment Activities Individual Training and Services Plan

Attachment A: HCA/CHHA Supportive Services Plan

Hornell Community Apartments

Supportive Services Plan

Under HUD RAD regulations, current residents are exempt from the Supportive Services requirement of the PBV program. When leasing of the project commences, new eligible residents will be provided Supportive Services. The purpose of PBV supportive services is to create an opportunity for families receiving Section 8 rental assistance to improve and develop their ability to increase employment opportunities and enhance the life skills needed to become self-sufficient. This is accomplished by combining Section 8 rental assistance, case management, and the coordination of services to help participating households achieve economic self-sufficiency as well as financial fitness, and maintain a lifestyle independent of public assistance. Supportive services families are offered a variety of ways to learn new skills, enhance existing talents and meet people who share similar goals for themselves and their families.

As Managing Member, The City of Hornell Housing Authority (CHHA) is responsible for providing a Supportive Services Coordinator to qualifying families whose head, spouse, or co-head is not disabled nor aged 62 or older. Hornell Community Apartments does not expect that more than 50 households will be eligible for support services based upon current occupancy. The Coordinator may be CHHA or a project vendor, provided the contracting entity chosen outlines a plan that fulfills the supportive service obligations as set forth in the City of Hornell Housing Authority Administrative Plan and this supportive services plan. Each unit that is not excepted as determined by age or disability must have at least one person receiving at least one qualifying activity listed above. Participating families are required to play a part in ongoing case management to assist them in identifying and addressing obstacles, identifying resources, and ultimately achieving their self-identified goals. The ITSP may be amended during the term of the COP. Individual Training and Service Plans (ITSP) must be submitted to, and approved by CHHA for review and approval. It is not necessary that the services be provided at or by the project, if they are approved services. Services to be provided or coordinated include:

- Child care
- Education
- Job training and employment counseling
- Transportation (for job training, skills training, counseling or education only)
- Substance/alcohol abuse treatment or counseling
- Household skill training
- Homeownership counseling

The household is obligated to participate in this service program as a condition of participation in the PBV program. As a requirement for graduation and service exception, each participant must complete a

minimum of three (3) goals as highlighted in their ITSP (as chosen from any one or more approved category), and participate for a minimum of three (3) years. Failure by the household to meet its service obligation without good cause will require termination of Section 8 assistance and is grounds for lease termination. If the unit at the time of such termination is an excepted unit, the exception continues to apply to the unit as long as the unit is made available to another qualifying family. The owner may not require the tenant to pay charges for any supportive services required for compliance with the supportive services.

A PHA may not require participation in medical or disability-related services other than drug and alcohol treatment 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 already participating and receiving, FSS supportive services or any other supportive services as defined in CHHA's Administrative Plan, and while the resident of an excepted unit has received 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.

The "excepted" families receiving Project-Based Voucher rental assistance must meet with the local Supportive Services Coordinator (this is the case manager from the contracting agency that will meet with tenants on site and report results to CHHA, not necessarily provide the services listed above on site) to review the program participation requirements and the Contract of Participation (COP). Individual Training and Services Plans (ITSPs) are developed to identify and establish participant goals. ITSP contracts must be entered into a minimum of three (3) years and the family must have at least one member receiving at least one qualifying supportive service. To be eligible for this service exception, a project must provide to the excepted units services in at least one of the approved services categories listed in the ITSP:

- Child care
- Education
- Job training and employment counseling
- Transportation (for job training, skills training, counseling or education only)
- Substance/alcohol abuse treatment or counseling
- Household skill training
- Homeownership counseling

Compliance Monitoring

Hornell Community Apartment's management will be responsible for regularly monitoring the supportive services requirements for all participating households including the excepted units and must submit to the managing member (CHHA) at least annually, a report listing the families, the types of services provided and accessed, and the frequency of that access.

Attachment B: HUD 52530-C, "Tenancy Addendum Section 8 Project-based
Voucher Program"

**Tenancy Addendum
Section 8 Project-based
Voucher Program**

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

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Instructions for use of Tenancy Addendum

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 project-based assistance under the Section 8 Project-based Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the Section 8 Project-based Voucher program.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins).

See section by section instructions.

Part B: Tenancy addendum.

How to fill in Part A

Section by Section Instructions.

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

(The initial lease term must be for at least one year. 24 CFR § 983.256(f).)

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. Initial Tenant Rent.

Enter the initial monthly amount of tenant rent.

Section 8. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 9. Utilities and Appliances

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

**Tenancy Addendum
Section 8 Project-based
Voucher Program**

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

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. Contents of Tenancy Addendum

This Tenancy Addendum has two parts:

Part A: Tenancy Addendum Information

Part B: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

7. Initial Tenant Rent

The initial tenant rent is: \$ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. Initial Housing Assistance Payment

At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Cooking	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Water Heating	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other	
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Refrigerator					
Range/Microwave					
Other (specify)					

Signatures:
Owner

Tenant

Print or Type Name of Owner

Print or Type Name of Family Representative

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name of Family Representative

Date

Signature

Date

Tenancy Addendum
Section 8 Project-based
Voucher Program
(To be attached to Tenant Lease)

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

Part B: Tenancy Addendum

PHA in accordance with HUD requirements,
or

(2) Rent charged by the owner for comparable
unassisted units in the premises.

1. Section 8 Project-based Voucher (PBV) Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial and redetermined rent to owner are established in accordance with HUD requirements.
- b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the

5. Family Payment to Owner

- a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. 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. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

- d. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family Damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

- d. **Housing Services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c);
- (4) Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
- (5) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

- (c) Any violent criminal activity on or near the premises; or

- (d) Any drug-related criminal activity on or near the premises.

- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

- (2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,

- (b) Destruction of property, or

- (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Lease Expiration

Upon lease expiration, an owner may renew the lease or refuse to renew the lease for good cause. In addition, the owner may refuse to renew the lease without good cause, in which case the PHA will provide the family with a tenant-based voucher, and the unit will be removed from the PBV HAP contract.

f. Protections for Victims of Abuse

- (1) Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or 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, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a PHA, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the PHA to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or PHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the PHA to terminate assistance, to any tenant if the owner, manager, or PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if

the tenant is not evicted or terminated from assistance.

- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

g. Eviction by Court Action. The owner may only evict the tenant by a court action.

h. Owner Notice of Grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

11. Family Right to Move

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit not counted against the 25 percent per-project cap on PBV assistance.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Attachment C: Supportive Services Individual Training and Services Plan

Supportive Services Individual Training and Services Plan

Name of Participant

Social Security Number

Final Goal:

Interim Goal Number: _____

Date Accomplished: _____

Activities/Services	Responsible Parties	Date/s

Comments:

Signatures:

Family

(Participant)

(Date Signed)

Housing Agency

(Signature of HA Representative)

(Date Signed)

Attachment D: Supportive Services Provider Service Plan (to be provided by
ProAction)

Supportive Services Provider Service Plan

Pro Action of Steuben and Yates, Inc. will provide supportive services to assist individuals in moving toward becoming self-sufficient. Services will be provided directly by the appointed case manager and Pro Action, or when appropriate will be referred out to outside entities.

Services to be provided or coordinated include:

- Child Care
- Education
- Job training and employment counselling
- Transportation
- Substance/ alcohol abuse treatment or counseling
- Household skills training/ budgeting
- Homeownership counseling

The Pro Action case manager will utilize a centralized assessment tool to determine each family's perceived well-being. The assessment tool is all encompassing and includes the following needs categories:

- Food/ Nutrition
- Emotional wellness
- Education needs
- Income and budgeting
- Employment
- Transportation
- Health care
- Parenting and childcare
- Family relations

Pro Action's centralized intake system (Captain), will be utilized for tracking measures and outcomes, as well as for making referrals to appropriate internal programs. Individualized Training and Service Plans or ITSP's will be completed on each participating family based on the assessment outcomes and will be submitted for review and approval to the CHHA.

Additional forms to be completed with each family include:

- Initial Intake/ Assessment (family)
- ITSP (individual)
- Goal sheets
- Referral forms
- Annual monitoring form

The following breakdown of services illustrates how each service will be managed:

Child Care- Referrals will be made to Child Care Aware to assist families with finding and securing affordable child care. Child care subsidies may also be available to families that meet eligibility guidelines.

Education- Referrals will be made to GST BOCES TASC classes for those individuals who do not have a high school diploma or GED. Pro Action's Adult Literacy Program is available for individuals that need help with reading or speaking English.

Job training and employment counseling- Through the Workforce Innovation and Opportunity Act, the Individual Training Accounts (ITA) Program is designed to provide financial assistance to individuals who are determined to need classroom training or online learning in order to gain skills sets that improve their employment opportunities for local demand occupations.

Emerging Workforce is a youth employment program that helps at-risk youth aged 16 –24 to set and strive for employment goals. An employment counselor works with program participants to guide them along the way. Youth may be eligible for a work experience or assistance with a Vocational training and/ or Higher Education goal. Supportive services are available for youth to gain employment such as a Driver's Permits, interview clothes, work clothes, a gas card to get them back and forth to work until they get their first paycheck, bus tokens, etc. Participants learn job skills such as initiative, reliability, attendance, dress and hygiene, and teamwork as they are required to actively search for employment and remain in regular contact with the employment counselor.

Through Pro Action's partnership with GST BOCES, we are able to make referrals to their Food Stamp (FSET) and Literacy grants which can assist with tuition for qualified individuals who wish to enroll in training programs.

Youth Job Club seeks to expand opportunities for young adults by exposing them to career alternatives and enhancing their employability through education, interaction, and skill building. Eligible participants become more marketable as they learn employment skills, develop a strong résumé and gain exposure to the Workforce NY Career Zone website.

Transportation- Referrals can be made to Pro Action's Wheels for Work Program for eligible individuals. Wheels for Work helps people establish a consistent, reliable way to get to and from work each day so they can get or keep a job. The Wheels for Work program can provide auto repair vouchers to keep vehicles in a safe, operating condition.

Utilizing small individual grants through the Caring Hearts and Minds of Pro Action (CHAMP) program, the case manager will also be able to apply for funds to assist individuals with acquiring driver's permits and licenses as well as providing financial assistance for the mandatory 5 hour training course. ***CHAMP funds may be utilized if there is not allotted money to pay for these items.

Substance/ alcohol abuse treatment or counseling- referrals to counseling as appropriate to the needs of the individual client. This could include referrals to Mental Health, Pregnancy Resource Centers, SCASAS (Steuben County Alcoholism and Substance Abuse Services), Healthy Families, Pro Action Family Development, Family Service Society, Veteran's Administration, and other programs as necessary.

Budgeting/ Financial Empowerment- The Empowering Families for Financial Stability (EFFS) is an integrated comprehensive approach that is based on a proven asset focused delivery model utilized by Community Action Agencies across the country. The Empowering Families for Financial Stability (EFFS) is composed of three different Pro Action programs: The Wealth Health Skills Program, Assets for Independence (AFI) IDA Project, and VITA/CASH. All three programs are designed to help foster financial stability for individuals, families, and entire communities.

EFFS offers participants support to set and achieve financial goals and help them climb the steps to financial stability. Through CA\$H, we help the family to maximize income. Through Assets for Independence (AFI), we help empower families to save and to build income-producing capacity (by opening their own business). Participation in the Wealth Health Skills (WHS) curriculum ensures that individuals and families understand how they can set and achieve financial goals, no matter what their income level or personal circumstances.

The VITA/CASH program is a free, IRS-sponsored program to help workers have their federal and State personal income taxes prepared and filed electronically, at no cost. VITA also ensures that workers receive all the tax credits to which they are entitled. VITA is targeted towards low to middle-income workers and helps individuals get their tax refund quickly, helps to educate on how to open a bank account, and provides E-file for Free.

Household Skills- The case manager will utilize material from the SNAP-ED Connection website, sponsored by the USDA. Participants will be given handouts and guidance on topics including saving money by preparing Meals at home, stretching SNAP dollars, tips on how to save money at the grocery store, and meal planning.

Referrals will be made, when appropriate, to the WIC program which provides: supplemental foods for optimum growth and development; nutrition and health education, and breastfeeding promotion and support. Program participants receive the supplemental foods by way of a check to pay for permitted items.

Home ownership counselling- Eligible participants will be referred to the Assets for Independence (AFI) program through Pro Action. AFI participants will develop a savings plan and deposit \$1,000 of their own earned income in special-purpose, matched savings accounts called Individual Development Accounts (IDAs). Every dollar in savings deposited into an IDA by participants will be matched 2:1 by the AFI project (up to \$2000). Through promoting personal savings, the AFI Program will enable these individuals to accumulate long term productive assets and move toward financial stability, either by buying their own first home, starting a business or enrolling in postsecondary education or training.

If saving to purchase a home, the participant must complete the 8 hour Home Buyers Education course offered by Arbor Housing and Development. Arbor will assist with all aspects of preparing the participant to purchase a home including providing credit/pre-purchase counseling, mortgage readiness assessment, developing a savings and spending plan, review of credit report, development of a purchase action plan shopping for a home, home inspections, HUD-1 statements and how to understand them, mortgage products, etc. There is a nominal fee for this course which the participant will be expected to pay.

In addition to the aforementioned resources, the case manager will have access to developed modules that cover the following topics: Emotional Intelligence, Financial Literacy, Personal Leadership, Communicating Effectively, and Setting Smart Goals.

B.3 Progress Report on Previous Strategic Goals:

- Transform the City of Hornell Housing Authority into a Redevelopment Authority.
- Achieve High Performer status in the Section 8 Housing Choice Voucher Program
- Transform the way CHHA does business.
- Adapt to the changing local environment.
- Create Housing Opportunities.

Outcomes:

- The City of Hornell Housing Authority was successful in converting 159 Public Housing units into 147 RAD units. This project was completed in 2018 and 145 of the 147 units receive Project Based Vouchers and Low Income Housing Tax Credits.
- City of Hornell Housing Authority is not currently listed in the High Performer Status list on the HUD website.
- CHHA has been working with Habitat For Humanity in the possible coordination of building or rehabilitation of affordable homes for low income households in our community using funds from a non-profit affiliate entity and will continue to engage in pursuing this goal. CHHA has also approached The City Of Hornell as well as the Hornell Chamber of Commerce to express interest in a partnership in any future housing developments that will benefit low, very low, and extremely low income households.
- CHHA has provided 8 project-based vouchers to the Lincoln Gardens which is owned and managed by HOMES Inc. This project is a 26 unit building consisting of 24 one bedroom and 2 two bedroom units. Eligibility determination requires household members must be at least 55 years of age with a gross annual income of 60% or below the AMI. Project based vouchers are set aside for those households in the 30% or below the AMI.
- CHHA has established preferences in the following categories:
 1. **Residency Preference-** any applicant with a permanent physical residence within the City of Hornell
 2. **Income Preference:** Preference will be given for any applicant household with a verified income below the 50% area median income.
 3. **Elderly/Near Elderly:** Applicants whose head of the household is 55 years of age or older will receive this preference.
 4. **Family Preference:** Households who meet the HUD definition of family will receive this preference.
 5. **Veteran Preference:** Veterans, or their surviving spouses, who served on active duty in time of war, as defined in Section 85 of the Civil Service Law, and reside in New York State as well as those in the military and their families will receive this preference.
 6. **Working Preference:** Working families, where the head, spouse, or co-head, or sole member is employed at least 20 hours per week will receive this preference. Families where the head and spouse, or sole member is a person age 55 or older, or is a person with disabilities, will also be given the benefit of the working preference.

B.4 Violence Against Women Act (VAWA) Goals

- The City of Hornell Housing Authority distributes to every new participant's household a copy of the Violence Against Women Act and an affidavit is signed by each adult household member that they have received this information. This information explains the definition of the Act, the protections in place for those victims of domestic violence, dating violence, sexual assault, and stalking. The information further explains reasons for Eviction, Removing the Abuser for the Household, Confidentiality Requirements, and the necessary step(s) needed to prove that you are a victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

CITY OF HORNELL HOUSING AUTHORITY
87 EAST WASHINGTON STREET
HORNELL, NEW YORK 14843

KAREN H. CARNEY
EXECUTIVE DIRECTOR

PHONE: 607-324-7912
FAX: 607-324-7913

VAWA Requirement

**VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND
CONFIDENTIALITY**

OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those laws take precedence over VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located in "Eligibility", "Occupancy Standards and Unit Offers", "Leasing and Inspections", "Transfer Policy", "Lease Terminations".

DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
 - Any individual, tenant or lawful occupant living in the household of that individual.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated 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 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.

- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices. It will also make the information readily available to anyone who requests it.

A summary of the rights and protections provided by VAWA to program applicants and residents who are or have been victims of domestic violence, dating violence, or stalking (see sample notice below)

The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* provided in VAWA (see sample notice below)

An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA (see sample notice below)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (see sample notice below)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in the Sample Notice Below)

Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR 5.2005(a)(1)]

PHAs are required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include such information in all notices of denial of assistance.

The PHA will provide all tenants with information about VAWA at the time of admission and at annual reexamination. The PHA will also include such information in all lease termination notices.

The VAWA information provided to applicants and tenants will consist of the sample below and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, and Stalking. The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

PHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim.

DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
- (2) A federal, state, tribal, territorial, or local police report or court record
- (3) Documentation signed 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 incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHA Policy

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

PHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**SAMPLE NOTICE TO PROGRAM APPLICANTS AND TENANTS REGARDING THE
VIOLENCE AGAINST WOMEN ACT (VAWA)**

CITY OF HORNELL HOUSING AUTHORITY

87 EAST WASHINGTON STREET
HORNELL, NEW YORK 14843

KAREN H. CARNEY
EXECUTIVE DIRECTOR

PHONE: 607-324-7912
FAX: 607-324-7913

VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project.
A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

Protections for Victims

If you are eligible for public housing, the housing authority cannot refuse to admit you to the public housing program solely because you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you if you were the victim of the abuse.

Reasons You Can Be Evicted

The housing authority can still evict you if the housing authority can show there is an *actual and imminent* (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household

The housing authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.

Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The housing authority can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault, or stalking. It must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the housing authority may evict you.

Confidentiality

The housing authority must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority to release the information.
- The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority to release the information.

If release of the information would put your safety at risk, you should inform the housing authority.

VAWA and Other Laws

VAWA does not limit the housing authority's duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact The City of Hornell Housing Authority at (607) 324-7912.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a program applicant or tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines **domestic violence** to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- 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

VAWA defines **dating violence** as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

VAWA defines **sexual assault** as "any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines **stalking** as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

CITY OF HORNELL HOUSING AUTHORITY

87 EAST WASHINGTON STREET
HORNELL, NEW YORK 14843

KAREN H. CARNEY
EXECUTIVE DIRECTOR

PHONE: 607-324-7912
FAX: 607-324-7913

Statement of Significant Amendment

The City of Hornell Housing Authority will not be allowed to deviate from this Five Year Agency Plan or yearly Annual Plan without Public Notice and Public Hearing depicting such changes.

The Housing Authority defines Substantial Deviation and Significant Amendment or Modifications as changes that will affect the following:

- Changes to rent or Admission Policies or organization of the Waiting List;
- Additions of non-emergency work items (items not included in the current Annual Statement or 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund;
- Additions or new activities not included in the current in the current Public Housing Drug Elimination Program Plan;
- Any changes with regard to demolition or disposition, designation, homeownership programs or conversion activities.

CITY OF HORNELL HOUSING AUTHORITY

87 EAST WASHINGTON STREET
HORNELL, NEW YORK 14843

KAREN H. CARNEY
EXECUTIVE DIRECTOR

PHONE: 607-324-7912
FAX: 607-324-7913

October 15, 2020

To: City of Hornell Housing Authority Participants
FROM: Karen Carney, Executive Director
RE: City of Hornell Housing Authority 5 Year Plan effective 10/2020

Dear Participant(s):

This notice is to inform you that the 5 Year PHA Plan for the City of Hornell Housing Authority can be inspected in its entirety either on our website: www.hornellhousing.org or at our office located at 87 East Washington St., Hornell, NY 14843 or in any of the Community Buildings located at:

71 Church Street Court, Hornell, NY 14843
74 Sawyer Street Site, Hornell, NY 14843
29 ½ Stephens Avenue, Hornell, NY 14843

Please feel free to inspect this plan. If you would like to see any information that is relevant to the plan, please feel free to call or visit our office and we will accommodate your request.

We welcome any comments or questions you may have regarding this plan.

Sincerely,


Karen Carney
Executive Director

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

City of Hornell Housing Authority
PHA Name

NY-067
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Matthew H Aldrich

Signature

Matthew H Aldrich

Title

Chairman

Date

10/17/2020

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Matthew H Aldrich, the Chairman
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Hornell Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Hornell
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<u>Matthew H Aldrich</u>	<u>Chairman</u>
Signature	Date
<u>Matthew H Aldrich</u>	<u>10/17/2020</u>