ADMISSIONS AND CONTINUED OCCUPANCY
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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy ("ACOP") defines the Aurora Housing Authority's ("AHA") policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 EQUAL HOUSING OPPORTUNITY POLICY

NONDISCRIMINATION

It is the policy of the AHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act and the Violence against Women Act of 2005 and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The AHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), national or ethnic origin, marital status, sexual orientation, creed, disability, handicap, age, ancestry, military status, in the leasing, rental, or other disposition of housing or related facilities, including and, included in any developments under its jurisdiction (called "protected classes").

The AHA shall not take any of the following actions:

A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

B. Subject a person to segregation or disparate treatment.

C. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the AHA.

D. Treat a person differently in determining eligibility or other requirements for admission.

E. Deny a person access to the same level of services.

F. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing or tenant-based housing programs.

G. Steer an applicant or tenant toward or away from a particular area based on any of these factors.

H. Discriminate in the provision of residential real estate transactions.

I. Discriminate against someone because they are related to or associated with a member of a protected class.

K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

The AHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or families consisting of elderly persons). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The AHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, the AHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

AHA records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

AFFIRMATIVE MARKETING

As conditions may require, the AHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation The AHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

A. Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

B. Special outreaches to minorities, persons with disabilities and very low-income families;

C. Distribute pamphlets and brochures.

D. Post notices in places of employment, unemployment office, welfare office, post office, grocery stores, churches, community halls, buses and other public transportation centers.

E. Outreach to organizations which assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

The AHA will monitor the benefits received, as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvass neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish or any other language spoken in the locality.

OPERATIONS

In order to further the objectives of non-discrimination the AHA shall:

A. Include in the admissions briefings for all AHA programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.

B. Prominently display a Fair Housing Poster in every development office owned by the AHA and in the AHA's main office.

C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the AHA. The AHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

D. To meet the needs of person with a hearing impairment, TTD/TTY (text telephone display/teletype) communication will be available. The AHA has a service with Auditory Response Systems and the number to use is 1-800-545-1833, extension 321. Additional examples of alternative forms of communication are sign language interpretation. The AHA utilizes the Chicago Hearing Society at 773-248-9121 and CAIRS at 312-895-4300 to schedule interpreters for those with hearing impairments. Other methods are having material explained orally by staff; or having a third party representative which is only done when the applicant/participant makes such a request for a friend, relative or advocate to receive, interpret and explain housing materials and be present at all meetings. To meet the needs of a person with vision impairments, large-print and audio versions of key program documents will be made available upon request. The AHA will also provide additional services as requested and available.

E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.

F. The decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodations [24 CRF 966.7]. When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208 9a)]. A notice of termination must inform the family of their right to request an informal hearing. [24 CFR 966.4 (l) (3) (ii)].

G. When reviewing reasonable accommodation requests, the AHA must consider whether the accommodation requests will allow the family to overcome the problem that led to the AHA's decision to deny or terminate assistance. If the accommodation will allow the family to meet the requirements the AHA must make the accommodation [24 CFR 966.7]. The AHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

1.1 FAIR HOUSING

It is the policy of the AHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development ("HUD") regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, national or ethnic origin, marital status, sexual orientation, creed, handicap, age, ancestry, military status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the AHA's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the AHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the AHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo. The AHA will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. The AHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, The AHA will treat the information as a request for a reasonable accommodation even if no formal request is made. The family must explain what type of accommodation is needed to provide the person with the disability full access to the AHA's programs and services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the AHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the AHA will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

2.1 COMMUNICATION

An appointment may be scheduled for any applicants/participants requesting copies of documents from their files or forms, policies, procedures at a cost of $.25 per copy. Anyone requesting an application will also receive a Request for Reasonable Accommodation form.
All decisions granting or denying requests for reasonable accommodations will be in writing.

The AHA must comply with a variety of regulations pertaining to physical accessibility: Notice PIH 2010-26, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Architectural Barriers Act of 1968, The Fair Housing Act of 1988. The design, construction, or alteration of AHA facilities musts conform to the Uniform Federal Accessibility Standards.

2.2 *QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION*

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the AHA will obtain verification that the person is a person with a disability. This is accomplished by having the requestor’s medical professional, social worker, non-medical service agency servicing the disabled or other competent professional render their opinion and knowledge about the person’s situation.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the AHA will obtain documentation that the requested accommodation is needed due to the disability. The AHA will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The AHA's business is housing. If the request would alter the fundamental business that the AHA conducts, that would not be reasonable. For instance, the AHA would deny a request to have the AHA do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the AHA may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, the AHA retains the right to be shown how the requested accommodation enables the individual to access or use the AHA's programs or services.

If more than one accommodation is equally effective in providing access to the AHA’s programs and services, the AHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be done by the AHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the AHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the AHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

After a request for an accommodation is presented, the AHA will respond, in writing, within 10 business days. If the request is denied, the notice will inform the family of the right to appeal the decision through the grievance process.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS-IMPROVING SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits. Where feasible, the AHA will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered: Spanish or any other language commonly spoken in the locality. The AHA will pool resources with other PHAs and will standardize documents. The AHA will encourage the use of qualified community volunteers, schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of our as a supplement to the free language services offered by the AHA. The interpreter may be a family member or friend.

3.1 TRANSLATION

Regarding written translation, the Federal Register notice of Jan. 22, 2007, provides "safe harbor: guidance regarding written translation. "Safe harbor" means that if a PHA provides written translations under this guidance, such action will be considered strong evidence of compliance.

4.0 FAMILY OUTREACH

The AHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the AHA may distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The AHA will also try to utilize public service announcements.

The AHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

- Before requesting any verification, the AHA must obtain signed consent forms from family members authorizing release of information. One such consent form must be consistent with the regulations at 24 CFR 5.230.
- Form HUD-9886, Authorization for Release of Information Privacy Act Notice is consistent with these regulations and therefore is the easiest form for AHA use. Form HUD- 9886 must be signed by all adult family members- i.e., those 18 years or older (24 CFR 5.230 (a))
    - The family head and spouse regardless of age (24 CFR 5.230 (a)
    - This form can be used between regular reexaminations to verify unreported income. The form is valid 15 months after the date it was signed. (24 CFR 5.230 (c) (4).
- HUD-9886 may be used by the AHA to obtain the following information only:
    - Wage and unemployment compensation from SWICAs
    - Salary and wage information from current and former employers.
    - Unearned income from financial unsteadiness.

The AHA will use other consent forms to request verification of information not covered by HUD-9886 and will ensure that there will be restricted access to all information other than valid administration reasons in the operation of HUD assisted housing programs.

6.0 REQUIRED POSTINGS

In each of its offices or on its website, the AHA will post the following information:

A. Statement of Policies and Procedures governing Admission and Continued Occupancy

B. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units, address of all project offices, office hours, telephone numbers, T.D. numbers, and Resident Facilities and operation hours

D. Income Limits for Admission

E. Excess Utility Charges

F. Utility Allowance Schedule

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

L. Any current AHA Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours either online at the AHA's main website (www.auroraha.org) or in person at:

1630 WEST PLUM ST., AURORA, ILLINOIS 60506

Applications are taken to compile a waiting list. Due to the demand for housing in the AHA jurisdiction, the AHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the AHA will verify the information.

Applications may be made in person at the AHA, 1630 WEST PLUM ST., AURORA, ILLINOIS during normal business hours (8:00am to 4:30pm) or online at www.auroraha.org at anytime. If assistance is required in application completion, each applicant will receive individual instructions on completing and submitting required documentation.

The completed application will be dated and time stamped upon its return to the AHA and the required documentation being attached.

Persons with disabilities who require a reasonable accommodation in completing an application may call the AHA to make special arrangements. The AHA has a service with Auditory Response Systems for TDD/TTY phone service. This Telecommunication Device for the Deaf (TDD) is available by calling 1-800-545-1833 EXT. 321. They act as an intermediary between the impaired person and the AHA.

Pursuant to Section 644 of the Housing and Community Development Act of 1992, applicants will be given the option to provide additional contact information as part of their application. The contact information included in the application is the name, address, telephone, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The applicant is not required to provide such information. This supplemental application information (HUD-92006) is to be maintained as confidential information. The application process will involve two phases. The first phase is the initial application for housing assistance. This requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

The AHA utilizes a two-step application process. This process requires the family to provide only the information required to place the family correctly on the waiting list at initial application (step one). Upon receipt of the family's initial application, the AHA will make a preliminary determination of eligibility. The estimated length of wait per bedroom size assigned is as follows: one, four, five, and six bedroom applicants we estimate six months to one year, for two and three bedrooms, we estimate one year or longer. If the AHA determines the family to be ineligible, the written notice issued within ten business days will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. The AHA requests complete information when the family is selected from the waiting list (step two)

The AHA will ensure that the family selected and scheduled for the final eligibility interview, and family actually attending the interview, are one and the same. To address this issue, the AHA will require proof of legal identity for a family representative- head, spouse, or co-head- at the interview. If unable to do so, the appointment may be rescheduled when the proper documents have been obtained.

The applicant may at any time report changes in their applicant status in writing including changes in family composition, income, or preference factors. The AHA will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing. In order to avoid overcrowding of two separate families in one unit, applicants cannot apply to be housed in the same unit unless they have a history of residing together, sharing expenses and/or signing a lease together.

If an applicant's address, income, or household composition changes, they must update their application by submitting these changes in writing and providing the necessary documentation within ten days of the change to the office. Forms are available in the lobby at 1630 W. Plum St., Aurora, IL. 60506. The applicant is responsible for keeping the AHA apprised of their mailing address at all times. Notifying the post office is not sufficient. If mail is returned by the post office as undeliverable/no forwarding address on file, the applicant's name will be removed from the list.

Process two is the final determination of eligibility, referred to as "Final Eligibility". This process takes place when the family nears the top of the waiting list. The AHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

Waiting list phone calls concerning placement and length of wait cannot be accepted. If applicants have other questions or concerns, they may call the main office (630- 859-7210). An appointment will be scheduled with the Occupancy Specialist.

8.0 ELIGIBILITY FOR ADMISSIONS

8.1 INTRODUCTION

There are six eligibility requirements for admission to public housing. The applicant must: qualify as a family, meet the income limits, meet the minimum age requirements, meet citizenship/eligible immigrant criteria, provide documentation of Social Security numbers, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet the AHA screening criteria in order to be admitted to public housing. The AHA will verify the status of applicants at the time other eligibility factors are determined.

No applicant for Public Housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified and can provide requested certification of such violence. The documentation may consist of the following: (1) A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence, or stalking, (2) A police report or court record documenting the domestic violence, dating violence, or stalking, (3) Documentation signed by a person who has assisted the victim in addressing the violence, or (4) HUD provided forms. If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following: (1) A signed statement requiring that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit, (3) or documentation that the perpetrator has successfully completed, or is successfully undergoing rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance from. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. The AHA will refer applicants to area agencies such as Family Counseling Service of Aurora, Community Crisis Center and Mutual Ground who provide counseling, emergency shelter for battered women and their minor children, abuser treatment, support groups, and community education. All applicants will be provided with notification of their protections and rights under the Violence against Women Reauthorization Act of 2005 (VAWA) at the time of application for housing assistance. All participants will receive notification annually during the reexamination process.

8.2 ELIGIBILITY CRITERIA

The AHA's minimum age for admission as head of household is 18 years to avoid entering into a lease which would not be valid or enforceable under applicable law unless they can provide proof that they are an emancipated adult. A birth certificate or other official record of birth is the preferred form of age verification. If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will accept a driver's license if birth year is recorded, school records, baptismal certificate, etc.

A. Family status.

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship, have a history of living together, and share expenses and/or have signed a lease together.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

c. When changes occur prior to unit offer which affect eligibility or total tenant payment, the family will be notified in writing and offered benefit of a review.

d. Consideration for split households due to divorce includes:
- Which parent retains custody of children 50% of the time?
- Recommendations of social service agencies or qualified professionals
- A court determination.
Documentation must be provided by applicants. Failure to provide requested information will result in denial for placement on the list.

e. Applicants who apply that consist of two families living together, will be treated as a family unit. If they wish to split later, a new application must be submitted. Only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will continue to be assisted. This will be determined by the court in a divorce or separation decree. In the absence of a court decree or an agreement among the original family members, the AHA will determine which family will retain their placement. The AHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, or stalking and provides documentation accordance with the ACOP.

f. Joint custody-living - A child living with one parent 51% of the time (or 183 non-consecutive days of the year) will be considered a member of that household.

2. An elderly family, which is:

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A near-elderly family, which is:

a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

c. One or more persons, who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A disabled family, which is:
   a. A family whose head, spouse, or sole member is a person with disabilities as defined in 42 U.S.C. Section 423 (d) (1) (A), which reads: inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for:

   b. A continuous period of not less than 12 months. In the case of an individual who has attained the age of 55 and is blind(within the meaning of "blind-ness" as defined in section 416(I) (l) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

   c. Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [U.S.C.15002 (8)], which defines developmental disability in functional terms as follows:
      - In general- The term developmental disability means a severe, chronic disability of an individual that-
        1. is attributable to a mental or physical impairment or combination of mental and physical impairments;
        2. is manifested before the age of 22
        3. is likely to continue indefinitely
        4. results in substantial functional limitations in 3 or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency; and
        5. reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized support, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
      - Infants and young children- An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition may be considered to have a developmental disability without meeting 3 or more of the criteria described above, if the individual, without services and supports, has a high probability of meeting those criteria later in life.

      - Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

- Persons with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

- A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for he purposed of this program.

- For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

d. Individual with Handicaps means: any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

  - Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine.

  - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

  - Major life activities means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

  - Has a record of such an impairment mans has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

  - Is regarded as having an impairment means:
    i. has a physical or mental impairment that does not substantially limit one or more major life activities but

that is treated by a recipient as constituting such a limitation

ii. has a physical or mental impairment that substantially limits one or more major life activities

iii. has none of the impairments defined above but is treated by a recipient as having such impairment

c. Two or more persons with disabilities living together; or

d. One or more persons with disabilities living with one or more live-in aides.

5. A displaced family, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or

6. A remaining member of a tenant family- a member of the family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family. If dependents are the only "remaining members of a tenant family" if there is a family member desiring to assume the responsibilities of the head of household that person will be screened pursuant to procedure to determine eligibility to become the head of household and caretaker for the child or children.

7. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

8. Family Relationships

The family relationship may affect eligibility for the program and/or the determination of total or adjusted income and must be verified as follows:

a. Marriage- a legal document (marriage certificate) issued by qualified person

b. Common law marriage- using the same last name, filing joint income tax returns, Using husband and wife, telling others they are married, or a history of residing together.

c. Separation or Divorce- a certified copy of the divorce decree, signed by a court officer, or court-ordered maintenance or other court record to document a separation, or documentation from community agency, copy of a lease or utility bill to document residence at another address.

d. Foster children/foster adults- third-party verification from the state or local government agency responsible for the placement of the individual.

e. Student Status- third-party documentation from the school indicating the full or part-time student status of each adult other than the head, spouse, or co-head or the adult claiming the child-care deduction to enable them to further their education.

f. The AHA will deny public housing assistance to persons receiving athletic scholarship assistance if the specified amount available for housing costs or the portion of the scholarship available for housing costs exceeds $5,000 annually.

g. A student will be considered a family member unless information becomes available to the AHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

B. Income eligibility

1. To be eligible for admission to developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area (AMI).

2. To be eligible for admission to scattered site or Tier 3 designated homes, the family's annual income must be between 61% and 80% of the AMI. Exceptions may be made at the discretion of the Executive Director or his/her designee.

3. To be eligible for admission to Tier 2 designated units, the family's annual income must be between 31% and 80% of the AMI. Exceptions may be made at the discretion of the Executive Director or his/her designee.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another AHA without meeting the income requirements of the AHA.

4. If the AHA acquires a property for federal public housing purposes, the family living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Legal Eligibility Status

The AHA will require families to furnish verification of legal identity for each adult household member: Certificate of birth, naturalization papers, church issued baptismal Certificate, current, valid driver's license or Department of Motor Vehicle I.D., U.S. military Discharge (DD 214), U.S. passport, employer I.D. card. New occupants, joining the family must verify status at the first interim or reexamination following the occupancy. Extensions are granted for no more than 30 days.

Verification of Legal Identity for children: certificate of birth, adoption papers, custody Agreement, Health and Human Services I.D., school records.

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436 (a).

1. Family eligibility for assistance.

2. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below**.**

3. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)

4. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number ("SSN") Documentation- SSN must be verified only once during continuously-assisted occupancy.

The applicant and all members of the applicant's family must disclose the complete and accurate SSN assigned to each household member and the documentation necessary to verify each SSN with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing residents who were at least 62 years of age as of Jan. 31, 2010, and had not previously disclosed an SSN. The AHA must accept the following documentation as evidence of the SSN: original SSN card issued by the Social Security Administration "(SSA"), an original SSA issued document, which contains the name and SSN of the individual, original document issued by a federal, state, or local government agency, which contains the name and SSN of the person, along with other identifying information (printout, award letter, Medicare card). Documentation is rejected if it is not an original, has been altered, mutilated, or is not legible, or if it appears to be forged. If the family is otherwise eligible to participate in the program the family may retain its place on the waiting for a period of three to six months with documented proof of all efforts to obtain the documents. If all household members have not disclosed their SSNs at the time a unit becomes available, the AHA must offer the available unit to the next eligible applicant family on the waiting list. When a resident requests to add a new household member who is at least 6 years old, or under 6 years and has a SSN, the resident must provide the complete and accurate SSN and documentation or the new member may not be added. If the request is for a member who is under 6 years and has not been assigned an SSN, all required documents must be submitted within 90 calendar days of the child being added. A 90 day extension may be given for unforeseen circumstances outside of the resident's control such as natural disaster, fire, death in the family, or other emergency. During the waiting period the child will be counted as part of the household.

Documentation of age: If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will require the family to submit other documents that support the reported age of the family member (e.g. school records, driver's license if birth year is recorded) and to provide a self-certification. Documentation of age must be verified only once during continuously-assisted occupancy.

Documentation of Family Relationships: The AHA will require the family to document the marriage by providing a marriage certificate or document a divorce by submitting a signed court decree.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD or the AHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

   b. A provision authorizing HUD or the AHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The AHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, AHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families with be denied admission if they fail to meet the suitability criteria.

B. The AHA will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property; the AHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. The AHA will consider evidence from treatment providers or community-based organizations providing services.

4. If any member of the household has been evicted from federally-assisted housing in the last three years for drug-related criminal activity the family must be denied assistance. However the AHA may make an exception and admit an otherwise-eligible family if the household member has completed an AHA-approved supervised drug rehabilitation program or the circumstances which led to the eviction no longer exist (e.g. person involved in criminal activity no longer lives in the household).

5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. History of abusing alcohol or other substances in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The AHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The AHA will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse, co-head and all adult members.

2. A rental history check of all adult family members;

3. A criminal background check on all adult household members, including live-in aides. The AHA has contracts with the Aurora Police Department and the Illinois State Police uniform conviction information. In those cases where the household member has lived in the local jurisdiction for the last 10 years no state record is requested otherwise the applicant will be checked through the Illinois State Police or court records.

4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing. Each applicant must divulge if they or any member of their household is subject to a lifetime state sex offender registration program in any state.

8.4 GROUNDS FOR DENIAL

The AHA is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

(on a case-by-case basis, generally the AHA will request documentation that balances due to previous landlords, other federally or state funded agencies, utility companies and any of these balances sent to collection will be placed on a repayment plan.

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff; attempted use of or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage; criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

G. Have a history of disturbing neighbors or destruction of property; disturbances sufficient to warrant a police call.

H. Currently owes rent or other amounts to any public housing authority in connection with their public housing or Section 8 programs; all previous debts must be paid in full before they will be consider eligible.

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use; the AHA may reconsider if verification is received which indicates that either the household member who committed the drug-related criminal activity is no longer living in the household or if verification is submitted to prove that the person who committed the crime completed an approved supervised drug rehabilitation program.

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The AHA may waive this requirement if:

1. The person demonstrates to the AHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. Has successfully completed a supervised drug or alcohol rehabilitation program;

3. Has otherwise been rehabilitated successfully; or

4. Is participating in a supervised drug or alcohol rehabilitation program.

M. Have engaged in or threatened abusive or violent behavior towards any AHA staff or residents;

N. Have a household member who has ever been evicted from public housing;

O. Have a family household member who has been terminated under the certificate or voucher program;

P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property; or in any location.

Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program or is currently registered as a sex offender under a State registration requirement, the family will be denied admission.

R. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, the Aha will determine whether the behavior is related to the disability. If so, the AHA will determine whether alternative measures are appropriate as a reasonably be expected to address the behavior that is the basis of the proposed denial of admission.

8.5 INFORMAL REVIEW

A. If the AHA determines that an applicant does not meet the criteria for receiving public housing assistance, the AHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The AHA will describe how to obtain the informal review. The AHA will establish reasonable accommodations as appropriate for persons with disabilities. The AHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

B. The informal review may be conducted by any person designated by the AHA, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the AHA's decision. The AHA must notify the applicant of the final decision within 10 calendar days after the informal review, including a brief statement of the reasons for the final decision.

C. The participant family may request that the AHA provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation. The AHA will also attempt to identify available minority media in the area for publication of the notice. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and any available minority media in the area.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

C. Any contacts between the AHA and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family reaches the top of the waiting list, the family will be invited to an interview called "Final Eligibility" and the verification process will begin. Families may wish to bring an advocate, interpreter, or other assistant to help them during the interview process. It is at this point in time that the family's waiting list preference will be verified. If the family cannot prove eligibility for a preference and therefore no longer qualify to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list and the interview will not proceed. The AHA must notify the family in writing of this determination within ten business days and give the family the opportunity for an informal review.

Once the preference has been verified, the AHA will proceed with the interview. The family will complete a Personal Declaration form, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

The AHA will update and purge its waiting list when the current pool of applicants is inadequate to sustain a sufficient ready-to-house pool of interested families to maintain the full occupancy rate.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The AHA will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or

C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the AHA will be sent a notice of termination of the process for eligibility.

The AHA will allow the family to reschedule for good cause. No more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the AHA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the AHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The AHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the AHA will verify that there is in fact a disability and the disability caused the failure to respond, and, if possible, provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The AHA will select families based on the following preferences within each bedroom size category:

A. Rent Burden- Which means the applicant is paying a rent burden above 30% of their gross monthly income for rent. To qualify for this preference, the applicant must supply copies of the required proof of income and current rent amount indicated on a lease or occupancy agreement on which they are listed as an occupant. A statement on owner's letterhead or a notarized statement from a landlord and rent receipts are other acceptable verifications.

B. Local Residency- Which means that the applicant lives, works, or attends school in Aurora, Illinois. Proof in the form of a current lease or occupancy agreement with the applicant listed as an occupant, employment check stubs, letterhead statement from employer, Public Aid verifications and or school records.

C. Veteran's Preference- Which means that the applicant is currently serving or has served in the U.S. military. Verification from the Veteran's Administration is required.

D. Do not currently own or lease a unit: Which means the applicant is not a homeowner or does not lease the unit where they reside. Verified by a notarized statement from the owner or leaseholder of the unit in which they live.

E. Elderly/disabled One Bedroom Preference: Age 62+ as defined.

F. Working Preference - Families with Head of Households (or other adult members) that are currently employed and can prove a consistent history of working for the past 12 months. AHA will verify employment status. Points for this preference will be awarded based on a scale given the total family projected family income.

Income between 61% and 80% of the AMI = 100% of points (9 points)
Income between 31% and 60% of the AMI = 67% of points (6 points)
Income between 1% and 30% of the AMI = 34% of points (3 points)

Preferences will be aggregated with a point system as follows:

20 points are possible if all preferences are confirmed

9 points for working preference
3 points for rent burden
3 points for elderly (62+/disabled) Head-of-Household - *(Only those assigned a one-bedroom or studio unit qualify)*
2 points for not currently a lease holder or homeowner
2 point for veterans
1 point for local residency

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences. Singles who are elderly, disabled, or displaced will be offered housing before other eligible single person families in accordance with the above listed preferences.

Buildings Designed for the Elderly and Disabled: Preference will be given to single elderly and disabled families before other eligible single person families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to other single families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 Unit Tiering

The AHA has adopted a policy of encouraging and rewarding families that improve their employment or educational status through the provision of additional amenities and upgrades to a certain percentage of its housing portfolio. There are specific eligibility requirements for each unit tie that relate specifically to imcome. However, the Executive Director or his/her designee may amend or make exceptions to this policy for reasons in hte best interest of the AHA.

Tier 1: Is considered a standard or "starter" public housing unit. No significant upgrades or improvements have been made to this unit type. Regularly scheduled modernization and capital improvements will continue to occur as the AHA deems them necessary. There are no income eligibility restrictions or other requirements for occupancy of units in this tier.

Tier 2: Is considered an upgraded public housing unit. Units in this tier will have upgraded amenities including (but not limited to) cabnetry, appliances, flooring and paint colors. Units in this tier will have specific income requirements for eligibility. The AHA will, at its discretion, determine the amount of available units and their location.

Tier 3: Is considered the highest level of unit in the AHA portfolio. These units will primarily be scattered site, single family homes however some may be located within AHA's multi-family developments. These units will have the highest level of amenities available, including all Tier 2 upgrades plus additional amenities including color options, landscaping and more open floor plans. Tier 3 units will have income eligibility restrictions as well as additional requirements and responsibilities for residents.

Scattered Site Units: The AHA manages approximately 63 scattered site, single family units within the city of Aurora. While the vast majority of them will be set aside for unit tiering objectives, a significant number of these units will remain standard units. The AHA will utilize these units to further their objectives as they relate to deconcentration and meeting the strategic and operational needs of the housing authority. These objectives may include the imposition of additional income or other requirements for eligibility to lease a scattered site unit.

10.3 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

# of Bedrooms	Min. Number of Persons	Max Number of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

These guidelines are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom, unless related by blood, if they so choose. However the AHA will house more than one person in a studio unit by utilizing the living room as a living/sleeping room. This is due to the fact that studio units have approximately the same or more square footage than the one bedroom units.

In determining bedroom size, the AHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex will share a bedroom.

B. Adults of different generations, persons of the opposite sex (other than spouses or significant others), and unrelated adults should not be required to share a bedroom.

C. Adults and children over the age of 5 years will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will receive a separate bedroom. No additional bedrooms are provided for the live-in aide's family if doing so will overcrowd the unit.

F. The AHA will grant exceptions to normal occupancy standards when a family requests one. Requests to grant a larger voucher size or a transfer to a different unit due to chronic health condition and or mobility impairment require documentation that the disability produces a significant functional impact on a major life activity and support the participant's request for a larger size. All professional reports or letters should be type-written on professional letterhead, dated, and signed. Professionals conducting medical evaluations and rendering diagnoses of chronic health conditions must be a certified practicing medical doctor (MD) and must hold qualifications that are recognized by the state of Illinois as affirming his or her eligibility to render a medical diagnosis. Accommodations should address current functional limitations and the report should describe significant functional limitations that warrant a special accommodation. The report should provide recommendations for an accommodation that is directly linked to those limitations. Bedroom sizes will be determined based on the current family size at the initial move-in or at the annual reexamination and will not be changed due to interim family size changes, but only at the next reexamination. The only exception to this is a pregnant woman will be allowed an appropriate unit size to include the unborn child at initial application and move-in if all reporting requirements have been met or at reexamination. A person is not entitled to a larger sized unit solely because they have foster care certification. They could be issued a larger sized unit when the verification from the proper authority has been received that the placement of a child/children is either in the process or is likely to be placed within a certain time frame.

Exceptions to normal bedroom size standards include the following:

G. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The AHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the AHA Occupancy rate is at 97% or above.
Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The AHA will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

H.. If there are no families on the waiting list for a larger size unit, smaller families may be housed in a larger unit size if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

I. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.4 *SELECTION FROM THE WAITING LIST*

The AHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met the AHA shall on a quarterly basis monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the AHA will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.5 DECONCENTRATION POLICY

It is AHA's policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, the AHA will skip families on the waiting list to reach other families with a lower or higher income. The AHA will accomplish this in a uniform and non-discriminatory manner.

Prior to the beginning of each fiscal year, the AHA will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which the AHA developments are located, and the income levels of the families on the waiting list. Based on this analysis, the AHA will determine the level of marketing strategies and de-concentration incentives it will implement.

10.6 DECONCENTRATION INCENTIVES

The AHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.7 OFFER OF A UNIT

When the AHA discovers that a unit will become available, it will contact the first family in writing or by telephone on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal. Offers made by telephone will be confirmed by letter.

The next family at the top of the list will be notified of a unit offer either by phone (with a mailed appointment letter to follow) or via first class mail when no phone number is available.
However, the applicants with the highest placement on the list will always be housed first regardless of who is contacted first. A unit offer appointment will be scheduled for a particular date and time. If the family does not attend this appointment or contact the Intake Department 24 hours prior to the appointment to reschedule, their name will be removed from the waiting list.

The family will be offered the opportunity to view a unit. After the opportunity to view a unit, the family will have two (2) business days to accept or reject the offer of a unit. This offer and the family's decision must be documented in the applicant's file via the unit offer letter. If the family rejects the offer of a unit, they will be placed in the ready pool according to date of rejection until the second unit offer. If two units are available, a second offer is made immediately. If more than one unit at the same complex or building is available, both offers could be made at the same site. If the second offer is also rejected, their name will be placed at the bottom of the waiting list. All preference points will be removed for one year. The applicant will be informed that it is their responsibility to claim and provide proof of any preferences they wish to claim at the end of the year period. Otherwise, their placement will be based on date and time of application only.

10.8 REJECTION OF UNIT

If in making an offer to the family the AHA skipped over other families on the waiting list in order to meet their de-concentration goal or offered the family any other de-concentration incentive and the family rejects the unit; the family will not lose their place on the waiting list and will not be otherwise penalized.

If the AHA did not skip over other families on the waiting list to reach the family, or did not offer the family any other de-concentration incentive, and the family rejects the unit without good cause, the family will keep their preferences, but the will stay in the ready to house pool according to the date the unit was rejected. If two offers are rejected, the process listed above will apply.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and child care (for those working or going to school) or taking a disabled child out of day care or an educational program. If accepting the offer will place a family member's life, health, or safety in jeopardy, they must demonstrate by submitting compelling documentation such as restraining orders, court orders, risk assessments related to witness protection from a law enforcement agency, or documentation under VAWA. Reasons offered must be specific to the family. Other good cause includes temporary hospitalization or recover from illness of the head-of-household or necessity for a live-in aide or if the unit is inappropriate to the applicant's disability, of if the family does not require but is offered an accessible unit and does not want to be subject to a 30-day notice to move or if the unit has lead-based paint and the family includes children under the age of six. The family will be offered, in accordance with the grievance procedure, the right to an informal review of the decision to alter their application status. The AHA will require documentation of good cause for unit offer rejections.

If the AHA identifies a child as having an environmental intervention blood lead level, they will provide the public health department written notice of the name and address of the child identified. The AHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within five business days of receiving the information

10.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) calendar days after the date of acceptance of the unit. Available units will not be held at the request of the applicant for such reasons as giving the current owner notice or securing a deposit. If the deposit is not paid or special arrangements made before the orientation and the lease is not signed within the three (3) calendar day period, it will be considered a rejection of the unit.

Prior to signing the lease, the head- of- household or other adult family member stipulated by the head-of-household (due to medical reasons, power of attorney etc.) will be required to attend the Lease and Occupancy Orientation after they have accepted the unit for occupancy. The family will not be housed if such adult family member has not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges, "*What you should know about*

EIV" guide, information regarding VAWA, protections. *"What is Fraud?* outlines the penalties for program abuse and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with AHA personnel. The certification will be filed in the tenant's file. Topics to be discussed will include: applicable deposits and other charges, review and explanation of lease provisions, maintenance and work orders, reporting requirements, occupancy forms, community service requirements, and family choice of rent.

The signing of the lease and the review of financial information are to be privately handled. The head of household and spouse or co-head, if the head of household chooses, will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the AHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease. The family will pay a security deposit at the time of orientation. The security deposit will be equal to a set amount determined by the AHA. In exceptional situations, (such as TANF grants) the AHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments by entering into a written payment agreement. One third shall be paid in advance of occupancy, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the AHA.

In the case of a move within public housing, (transfer) the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family before occupancy. Conversely, if the security deposit is less, the difference will be refunded to the family. B In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, because of a transfer, the family shall be billed for these charges. The appropriate property manager should enter a charge for the additional deposit or notify the Finance Department in case of a refund.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

The AHA will adopt the temporary provisions made by HUD under PIH notices 2013-03 and 2013-04 available until March 31, 2014 as they relate to the option to use a participant's actual past income in verifying income. The AHA will allow households to self-certify assets of less than $5,000 and to allow self-certification of SNAP benefits and live-in aide income. The AHA will also allow the streamlining of annual reexaminations for the elderly and disabled on fixed incomes.

To determine annual income, the AHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the

AHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

A. Are received by the family head or spouse (even if temporarily absent) or to any other family member or;

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Zero income means the family is claiming to have no annual income from any source. A Zero Income form along with a Checklist and Worksheet is required to be completed prior to admission and at each recertification to verify any value of contributions received**.** Ongoing contributions given by individuals or agencies are counted as income. Food contributed by Food Banks or consumed outside the home at a non-profit facility, or other non-profit funded meals do not count as income. Clothing acquired from Clothing Banks or given to the family second hand is not counted as income. All families whose Total Tenant Payment equals the minimum rent must complete this form and submit appropriate documentation as indicated on the form.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
Unless tip income is included in a family member's W-2, the member will be required
To sign a certified estimate of tips received from the prior year and tips anticipated to be received in the coming year.

B. The net income from the operation of a business or profession. Expenditures for business expansion (any capital expenditures made to add new business activities, to expand current facilities, or to operate a business in additional locations) or amortization of capital indebtedness (defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery) are not used as deductions in determining net income. This means that the AHA will allow as a business expense interest, but not principal, paid on capital indebtedness. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. The value of cash or assets withdrawn from a business is included in annual income unless the withdrawal reimburses a family member for investments the family has made in the business. Acceptable investments in a business include cash loans and contributions of assets or equipment. Investments do not include the value of labor contributed to the business without compensation. Business owners and self-employed persons will be required to provide an audited financial statement for the previous fiscal year if an audit was conducted. If no audit was conducted, a statement of income and expenses must be submitted and it must be certified by the owner to its accuracy. They must provide all schedules completed for filing federal and local taxes in the preceding year. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules will apply. If self-employed less than three (3) months, the AHA will accept the family member's certified estimate of income and schedule an interim reexamination in three months. If self-employed for three to twelve months, the AHA will require the family to provide documentation of income and expenses for this period and must use that information to project income.

C. Generally, the AHA will use current circumstances to determine both the value of an asset and the anticipated income from the asset. Interest, dividends, and other net income of any kind from real or personal property is counted as income. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. The withdrawal of cash or assets from an investment such as an IRA that is received as periodic payments should be counted as income unless the participant can document and the AHA verifies that amounts withdrawn are reimbursement of amounts invested. In this case, the withdrawals will count as income only when the amount invested has been totally paid out.

D. The full amount of periodic amounts received from Social Security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount, such as unemployment or welfare assistance. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts or deferred disability benefits from the Department of Veterans Affairs are excluded.) However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family. Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum are counted as income. When a delayed-start payment is received and reported during the period in which the AHA is processing an annual reexamination, the AHA will adjust the tenant rent retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with the AHA. To verify the SS/SSI benefits of applicants, the AHA will request a current SSA benefit verification letter (dated within the last 60 days) from each family member who receives benefits. The applicant can request a benefit verification letter by calling SSA at 1-800-772-1213 or at www.socialsecurity.gov. To verify SS/SSI benefits of residents, the AHA will obtain information about SS/SSI benefits through the HUD EIV System and confirm with the resident(s) that the current listed benefit amount is correct. If disputed or not available, the AHA will request a current SSA benefit verification letter or the family can request the information as indicated above. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

Welfare assistance.

If the welfare assistance payment includes an amount specifically designated for shelter and utilities is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

3. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

4. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

F. Periodic and determinable allowances

The AHA will count court-awarded amounts for alimony and child support amounts awarded as part of a divorce or separation agreement unless the AHA verifies that the payments are not being made. The AHA will verify the payments are not being made and the family will make reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection. Verification is as follows:

Copy of the receipts and/or payment stubs for the 60 days prior to AHA request

Third-party verification form from the state or local child support enforcement agency.

Third-party verification form from the person paying the support

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

G. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

H. Net Income from rental property- proof from a current executed lease that shows the rental amount plus documentation for estimated expenses and the most recent IRS 1040/Schedule or family provided self-certification of income and expenses.

I. The AHA must count as income regular monetary and non-monetary contributions or gifts from someone outside of the assisted family. Temporary, non-recurring, or sporadic income and gifts are not counted. Regular financial support from parents or guardians to students for food, clothing, personal items and entertainment is not considered student financial assistance and is included in annual income.

J. The AHA will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

K. Before retirement, the AHA will accept an original document form the entity holding the account. Upon retirement, the AHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sum taken and any regular payments.

L. After retirement, the AHA will accept an original document from the entity holding the account dated no earlier than twelve months before that reflects a distribution of the account balance, any lump sums taken and any regular payments.

11.2 ANNUAL INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years; The AHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement or with a local welfare agency.

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone); Kinship care payments are considered equivalent to foster care payments and are also excluded from annual income.

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs: Incremental earnings and benefits to any family member resulting from participation in 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 are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program. The AHA defines *training program as* "a learning process with goals and objectives, generally having a variety of components and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education". The AHA defines *incremental earnings and benefits* as the difference between prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program. In calculating the incremental difference, the AHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058. End of participation in a training program must be reported in accordance with the interim reporting requirements found in the AHA's reexamination policy. To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the AHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in 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. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from supplemental security income and Social Security benefits that

are received in a lump sum amount or in prospective monthly amounts and deferred disability benefits from the Department of Veterans Affairs whether they are received in a single lump sum or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law or property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub marginal land of the U.S. that is held in trust for certain Indians

    e. Payments made under any Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

    i. Amount of scholarships awarded under Title IV including Work Study

    j. Payments received under the Older Americans Act of 1965

    k. Payments from Agent Orange Settlement

    l. Payments received under the Maine Indian Claims Act

    m. The value of child care under the Child Care and Development Block Grant Act of 1990

    n. Earned income tax credit refund payments

    o. Payments for living expenses under the AmeriCorps Program

    p. Additional income exclusions provided by and funded by the AHA

14. **Earned Income Disregard ("EID")**

- The EID regulations state that the initial 12-month exclusion period begins "*on the date a member of qualified family is first employed or the family first experiences an increase in annual income attributable to employment"* [24 CFR 960.255 (b) (1)].

- For tracking and administrative purposes, the AHA will begin the EID on the first day of the month following new employment or an increase in earnings.

- So the family will not receive the benefit of the disallowance for a longer period than is appropriate, during the 48-month eligibility period, the AHA will conduct an interim reexamination each time either there is a change in the family member's annual income that affects or is affected by the EID (e.g. when the family member's income falls to a level at or below his/her pre-qualifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

- The AHA chooses not to establish a system of individual savings accounts for families who qualify for the EID.

- During a cumulative 12-month period (may have breaks in earned income)

Second 12-Month EID Exclusion

- Exclude from annual income of a qualified family 50% of any increase in employment income of a family member over prior income of that family member

- Effective at the end of the first cumulative 12-month period after the date the family member is first employed or family first experiences an increase in annual income due to employment

- During a cumulative 12-month period (may have breaks in earned income)

Maximum 4 Year Disallowance

- Disallowance of increased income of a family member for both the initial 12-month exclusion and the second 12-month exclusion and phase-in is limited to a lifetime 48 month period
- Within the lifetime 48-month period, the full exclusion of increased income cannot be longer than 12 months and the exclusion of 50% of the increased income cannot be longer than 12 months

15. **Qualified Family**

- A "Qualified Family" is one residing in public housing: Calculate earned income for the 12 months prior to qualifying for the EID. If this amount is less than the established minimum wage multiplied by 500 (10 hours per week times 50 weeks per year) ($2,575).

Whose annual income increases as a result of employment of a family member who was unemployed for one or more years prior to employment?

Previously unemployed includes a person who has earned, in the twelve months previous to employment no more than would be received for Includes a person who has earned in the previous 12 months no more than would be received for 10 hours of work per week for 50 weeks at the established federal minimum wage or state if it is higher.

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

Whose income increases as a result of new employment or increased earnings of a family member, during or within 6 months after receiving temporary assistance for needy families (TANF)

The total amount of TANF received over the six-month period must be at least $500

For this purpose TANF includes monthly income maintenance plus one-time payments, wage subsidies, transportation assistance or other such benefits and services.

- HUD's definition of an "economic self-sufficiency program" is any program designed to encourage, assist, or train or facilitate economic independence of assisted families or to provide work for such families

The AHA will not provide exclusions from income in addition to those already provided for by HUD except that no interim changes will be process unless the result is a decrease in the tenant's rent portion or an income increase due to a change in family composition.

While HUD regulations allow for the AHA to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of the AHA to provide for exclusion in all cases.

In order for staff to properly monitor the disallowance period, participants who qualify must still adhere to the policy to submit income changes in writing within ten (10) days. Failure to do so will result in the disallowance period being in effect retroactive to the start date of employment not the date that the participant notified staff. Changes in employers must also be reported to accurately reflect the full exclusion periods with stops and startups in employment.

Tracking the EID can be a complex task. In an ideal world, the qualified person will receive the full exclusion for 12 consecutive months and the phase-in (50 percent) exclusion for the next 12 consecutive months. However, in reality, the exclusion may stop and start more than once, making it a challenge to figure out how much to disallow when there are breaks in employment. Therefore, unless the qualified individual complies with the reporting policy, he/she will not be allowed the start and stop periods and, in reality, will not be allowed the full 12 month exclusion. At the next recertification, if no income updates were received, the full 12 month exclusion will be counted, possibly, before it is actually used. If the qualified person follows the income reporting policy, the start and stop dates will extend the 12 month exclusion period. However, the lifetime limit is a 48 month period for the first and second 12 month exclusion period.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or any family whose head of household or spouse is disabled;

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities. The family must identify the members enabled to work as a result of the disability assistance expenses. The AHA will consider factors such as how the work schedule of the relevant family members relates to the house of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. If the AHA determines that the disability assistance expense enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.

D. For any elderly or disabled family: The AHA will allow a medical expense deduction utilizing the current IRS Publication 502, Medical and Dental Expenses to determine the costs that qualify as medical expenses. The AHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. The person's family must determine the type of attendant care or auxiliary apparatus that is necessary.

1. An allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income; medical mileage will be given by granting the miles per year to and from doctor, clinic, or hospital visits at the IRS established rate for medical mileage reimbursement if own vehicle is used; otherwise the actual cost of transportation will be given.

2. Disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. When disability assistance expenses that is less than 3% of annual income, an nce for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

4. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the AHA will consider them disability assistance expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

5. "Low-income subsidy- **Permanent Program effective Jan. 1, 2006**

Medicare beneficiaries with low incomes and limited assets are eligible for additional assistance in paying their Medicare prescription drug plan costs. Those who qualify will have the majority of their prescription drug plan costs and prescription drug spending covered. This subsidy must be excluded as annual income for the purpose of calculating rent or assistance. The amount of unreimbursed out-of-pocket expenses for prescription drugs must be treated as a standard medical deduction when determining the family's medical expenses deduction. A premium up to $37 may be required and this premium will be counted as a medical deduction. A person may be paying full price for some and a reduced amount for other prescription drugs. To implement this program exclude from annual income the low-income subsidy received and include as a medical expense the out-of-pocket expenses incurred for prescription drugs and premiums. Participants do not have to report enrollment until the time of their next recertification.

Verification of benefits: Third party verifications must be obtained to verify the amount of unreimbursed out-of-pocket expenses as well as, the amount of the premium. A drug card will be issued to beneficiaries and participants may provide the statements they received to verify how much they spend on prescription drugs. The standard medical deduction continues to be the sum of allowable medical expenses that exceed 3 percent of annual income.

All expense deductions will be verified following standard verification procedures:

- Third party verification form signed by provider
- Copies of canceled checks
- Print-outs or receipts
- Evidence of monthly payments
- Family self-certification

The AHA will verify the following:

- Household eligibility for the deduction
- Costs are qualified medical expenses
- Expenses are not reimbursed by another source
- Costs incurred are counted only once

E. Child care expenses for children under 13 years of age during the period that annual income is computed to enable a family member to work, actively seek employment, be gainfully employed, or to further his/her education to the extent that such amounts are not reimbursed as defined in (24CFR 5.603 (b) & 5.611 (a) (4).

The AHA will compare the hours during which childcare is provided to the hours the family members are working or engaging in other qualifying activities. Actively seeking work constitutes a certain number of hours per week in which a family member makes application for employment, attends interviews, etc. This must be documented with the name, date, time and signature of prospective employers and submitted at each reexamination. When more than one family member works, the AHA will ask the family which member is being enabled to work, seek employment, or attend school by the child care. Furthering education means the child care is documented and in relationship to school business (academic or vocational) or participating in a formal training program. study hours, attendance, and transportation to and from school related business. All costs that are not reimbursed must correspond with the date and times of school related business. Reasonable charges for the care of children are based on the type of care the family chooses and the prevailing rates for such care. The AHA may not decide that the family may receive a deduction only for the least expensive type of care. Child care expenses deducted may not exceed the amount of employment income included in annual income.

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g. summer day camp, after-school sports league) are allowable.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible. Costs will be allowed only for expenses that are attributable to child care for eligible activities. Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For cost to enable a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class. To establish the reasonableness of child care costs, the AHA will use the schedule of child care costs from the local welfare agency. Since the regulations use the term *children,* rather than dependent, this allowance also applies to foster children as well as family members under 13 years of age.

E. HIPAA and other privacy laws impact how the AHA is able to verify disability status, medical expenses and disability expenses. In cases when verification requests will not be completed and returned, the AHA will have to rely on tenant provided documentation and document the document the reason the third party verification was not available.

F. The AHA has opted not to use permissive deductions.

12.0 INCOME VERIFICATION

The AHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. The AHA will also verify: income, assets, and expenses; disability status; need for a live-in aide; reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship of household members will only be verified in those instances where needed to make a determination of the level of assistance.

All applicants and participants are required to complete a Personal Declaration Form in their own hand writing. They must use their legal name and list the names of all household members. Signing the form will certify that all information is accurate and correct. Included on this form is an Annual Income, Asset, and Allowance checklist. The participant signs a statement to verify that all household income has been reported. This includes recurring monetary or non-monetary contributions, gifts or payments received. Low income families must justify how they meet expenses if these expenses exceed income.

The AHA has opted not to adopt optional changes to income-based rents.

HUD's Enterprise Income Verification (EIV) System

The purpose of EIV is to make integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information: monthly employer new hires, quarterly wages (including employer information), Federal wages are available, quarterly unemployment compensation, monthly social security and supplemental security income, and EIV provides income discrepancy reports. The AHA will obtain SSA benefit information of participants from HUD's EIV system. For all applicants and for participants whose information is not available in EIV, the AHA will request a current SSA benefit verification letter (dated within the past 60 days) for SS/SSI benefits. If the family member is unable to provide the document, the AHA will help the applicant request a benefit verification letter form SSAs Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once received, the AHA will require them to provide the letter.

HUD identifies the following levels in its hierarchy of verifications as follows: Highest- Up-front income verification (UIV) High- Third-party written, Medium-low-Written third-party employer forms, electronically received verifications from the source, computerized printouts. The AHA will allow four weeks for return of third-party verifications. If not received, the next form in the hierarchy will be used. Third-party oral, Document review or person contacted form, and Oral Third-Party by telephone are considered LOW levels. The AHA will verify information through the six methods of verification acceptable to HUD in the following order:

1. Up-front income verification (UIV) using HUD's Enterprise Income Verification (EIV)
2. Up-front Income Verification (UIV) using a non-HUD system
3. Third Party Written Verification (provided by applicant/resident)
4. Third Party Written Verification Form
5. Oral Third-party Verification
6. Tenant Self-Certification /View of Documents

The AHA must not pass on the cost of verification to the participant or applicant. Therefore, since there is usually a cost for a notarized statement and the notary is only certifying the signature and that the party signing is making the statement, not that the statement is true, self-declarations do not need to be notarized.

UP-FRONT INCOME (UIV)

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. The AHA will utilize up-front income verification tools, including HUD's Tenant Assessment Subsystem (TASS), Enterprise Income Verification (EIV) information from collection agencies (SWICA) in states where HUD has not already executed such agreements, Credit Bureau Association (CBA), Internal Revenue Service (IRS) and private sector databases (e.g., The Work Number), whenever possible. In addition, the AHA will pursue and utilize any computer matching agreements with federal, state, and local government agencies as they become available.

If the UIV is not the most up-to-date verification, the AHA will use it along with tenant provided documents. If there is a substantial difference of $100.00 or more, the AHA will use the more up-to-date information.

USE OF THIRD PARTY VERIFICATION

Third Party verification ("3RD") will be utilized to supplement UIV and will be used to compliment UIV such as original or current tenant provided documents.

THIRD PARTY WRITTEN VERIFICATION

This method is used to verify information directly with the source and is sent and returned via first class mail, faxes, or e-mails. The family signs an authorization to release information which is included in the body of this verification. Two attempts will be made using this method before relying on another method. Verifications received electronically directly from the source are considered 3RD party written verification. 3RD party forms, including computerized print-outs will not be hand-carried by the family. 3RD party verifications will be sent by the AHA to the source at all times. The AHA will allow 10 business days for the return of the requested information. If a

3RD party written is not received within two attempts or 20 business days and a different method is used, the AHA will document the reasons in the file. Verifications are valid for 120 days from the date of receipt.

THIRD PARTY ORAL

This method is used when a 3RD Party written verification is delayed or impossible to obtain. When this method is used, staff will complete a certification that the document was viewed in person or the name of the person who was contacted, the date, time, and what information was provided. The AHA must originate the phone contact. This method will be compared to other documents provided by the family if a 3RD Party Written verification is not available. After waiting for a ten business day period and no 3RD Party Oral can be obtained, a Review of Document will be conducted.

REVIEW OF DOCUMENTS

This method is used when no 3RD party written or oral is available. The AHA will document the file and utilize documents provided by the family or the primary source. The document will be photocopied and retained in the file. When a document can't be photocopied; i.e. government check, the staff will complete a Certification of Document form to document the item viewed or the agency contacted. Some examples may be: wage stubs (at least three months) unless the employment has just begun, computer print-outs from employers, a signed letter which must be confirmed by the AHA by a phone contact, or a faxed documents. Only original documents are acceptable.

If a 3RD party is received later and there is a discrepancy, the AHA will contact the source and resolve. Staff will allow up to 5 business days for families to provide documents when the third-party verification is impossible to obtain. The AHA will not delay the processing of an application or recertification beyond 5 business days because a provider does not return a Document to View in a timely manner.
When third party verification cannot be obtained, the AHA will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the AHA has been unable to

obtain third party verification within the time frame indicated above. Photocopies of the original documents provided by the family will be maintained in the file. Transcripts of tax returns can be considered a third-party verification if obtained directly from the IRS by asking the participant to fill out IRS Form 4506-T Request for Transcript of Tax Return, and specifying on line 5 that the transcript be mailed to the AHA. Since a full copy of the participant's tax return using IRS Form 4506 can take up to

60 days to obtain and costs $39.00, either a transcript or a copy of a tax return will substitute.

TENANT SELF-CERTIFICATION/SELF-DECLARATION

When neither third party verification nor hand-carried verification can be obtained, the AHA will accept a self-declaration statement signed by the head, spouse or co-head. Such documents will be maintained in the file. This method is to be used only as a last resort. The AHA will allow up to 5 business days for a family to provide a self-declaration if another form of verification is impossible to obtain.

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the AHA. The documents must not be damaged, altered or in any way illegible. Print-outs from web pages are considered original documents. The staff member must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed and sign the copy. Any family self-certifications must be made in a format acceptable to the AHA and must be signed in the presence of an AHA representative. The AHA will document, in the family file, the following:

Reported family annual income
Value of assets
Expenses related to deductions from annual income
Other factors influencing the adjusted income or income-based rent determination.

1. VERIFICATION OF ASSETS

If an asset is not accessible to any family member, it should not be counted. To determine if it is accessible the AHA will consider: Is an asset held in a family member's name? Is a family member's social security number associated with the asset? Can a family member withdraw funds from or sell the asset? Can a family withdraw funds from or sell the asset? Does the asset and any income that it produces accrue to the benefit of a family member? Is a family member responsible for paying taxes on income generated by the asset? Does anyone else have access to the asset?

ASSETS OWNED JOINTLY

If the asset is prorated: the value of the asset and the anticipated income from the asset are both allocated in the same proportions. The proportions allocated add up to no more than the full value of the asset or the income anticipated for one year.

ASSETS INCLUDE: Any item that has monetary value

- Amounts in savings and checking accounts
- The cash value of trusts that are available to the family
- The current balance in a savings account and 6-month balance in a checking account
- Stocks, bonds, certificates of deposit, money market funds, investment accounts
- Equity in real property or other capital investments, mortgage or deed of trust
- Cash value of life insurance policies available before death such as whole or universal policies. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or

interest is counted as income from the asset, whether or not the family actually receives it. Term life insurance policies typically do not have a cash value.

- Personal property held as an investment, such as gems, jewelry, coin collections, etc.
- Because of fluctuations, the AHA will determine the market value of investment accounts and the income they generate by using the average value and rate of return over the previous year. Interest or dividends paid on an investment account are counted as actual income from the investment even when the money is reinvested. All expenses should be deducted when anticipated income is determined. For mortgages or deed of trust, the amortization schedule will show the payment amount, interest, principal and unpaid balance for the entire term of the loan. The interest portion of the payments on a mortgage or deed of trust is the actual anticipated income from the asset. The principal portion is reimbursement of cash invested by the family member, which is not included in annual income.

DETERMINING ACTUAL ANTICIPATED INCOME FROM AN ASSET

The AHA must determine the actual anticipated asset income that is expected to be received in the next twelve months minus any expenses associated with owning the asset. The verified current balance and the verified current interest rate will be used to determine the actual anticipated income from a savings account. If the total cash value is $5,000 or less, the final asset income is the total actual anticipated income from the family's assets.

DETERMINING IMPUTED INCOME FROM ASSETS

This is necessary only when the total cash value of the family's assets is greater than $5,000. It is hypothetical, not real: it is the amount of income a family's assets would produce if the total cash value of the assets was deposited in a savings account. It is calculated by multiplying the total cash value of a family's assets by the HUD passbook rate of interest.

LUMP-SUM RECEIPTS COUNTED AS FAMILY ASSETS

Lump-sum not intended as periodic payments are included in a family's assets only if the family retains some or all of the money in a form recognizable as an asset. For example, if it were deposited in a savings account or invested in a CD, it would be recognized as an asset.

If a family sells an asset, such as a house, the cash it receives from the sale is treated like any other lump sum that is not intended as a deferred periodic payment. It is included as an asset if it is retained by the family in another form recognizable as an asset.

Families must report the receipt of lump-sum payments or lump-sum additions to family assets pursuant to the established policy in the ACOP.

If the family sells an asset for less than fair market value, the sale is treated as follows:
The amount the family receives is treated as a lump sum not intended as a deferred periodic payment. The difference between the amount received and the cash value of the asset is treated as an asset disposed of for less than fair market value.

<u>VERIFYING THE CASH VALUE OF REAL ESTATE</u>

The AHA is required to verify the value of family assets and to bear any costs associated with verification. However, the AHA is not required to pay for a formal appraisal of real estate property. A reasonable basis for assigning value to real estate property would be HomeValueHunt.com or REALTOR.com. It is acceptable to view a tenant provided original document and document the file why third-party verification was not obtained. In determining the value of personal property held as an investment, the AHA may use the family's estimate of the value or may obtain an appraisal. Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Equity in real property is the estimated current market value of an asset less the unpaid balance on all loans and reasonable costs incurred in selling the asset.

ASSETS DO NOT INCLUDE:

Items of personal property that the AHA will consider necessary are: clothing, furniture, household furnishings, jewelry not held as an investment, and vehicles including those specially equipped for person with disabilities and automobiles.

Interests in Indian trust lands

The value of an owner-occupied home currently being purchased with assistance less than 24 CFR Part 982, subpart M limited to the first 10 years after the purchase date of the home

HUD has clarified that rental properties are considered business assets only if real estate is a family member's main occupation. Otherwise they are considered personal property held as an investment.

FAMILY ASSETS

The AHA will utilize the current balance for savings accounts and the average six-month balance for checking accounts. The AHA will require the information necessary to determine the current cash value of a family's assets (the net amount the family would receive if the asset were converted to cash). Savings accounts generate income in the form of interest, as do interest-bearing checking accounts. Any maintenance fees charged should be deducted from the interest paid on these accounts when anticipated income is determined. There are generally no costs associated with

converting these accounts to cash. Cash on hand under $200 will be disregarded when imputing the sum of all assets greater than $5,000.

To document the existence of an asset acceptable verification may include:

- Verification forms, letters, or documents provided directly by a financial institution

If third-party verification is not available, or is at a cost to the family, the following may be accepted:

- Original passbooks, checking account statements, certificates of deposit, bonds, or statements supplied by a family if completed by a financial institution and viewed and photocopied by staff.
- Original estimates by a stockbroker or real estate agent of the net amount a family would receive if it liquidated securities or real estate viewed and photocopied by staff.

- Real Estate tax statements if the approximate current market value can be deducted
- Financial statements for business assets. The original copy viewed and photocopied by staff.
- Originals of closing documents showing selling price and distribution of sales proceeds viewed and photocopied by staff.
- Original appraisals of personal property held as an investment viewed and photocopied by staff.
- A family's self-certification of assets, cash, or items in safe-deposit boxes.

ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE (FMV)

At admissions and reexaminations, the AHA will obtain each family's certification that it has or has not disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification. The AHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000. When the two-year period expires, the income assigned to the disposed assets also expires. If the two-year period ends between annual re-certifications, the family may request an interim recertification to eliminate consideration of the asset. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order. Since the AHA is not in a position to assess the nature or value of the consideration an individual receives through separation or divorce, the AHA will always assume the family member receives acceptable consideration. Assets disposed of under foreclosure or bankruptcy are also exempt.

The AHA will count the difference between the cash value of the asset and the amount actually paid to the family. The AHA must impute income to these assets if the total cash value of all family assets exceeds $5,000. When the total cash value is greater than $5,000, the final asset income is the greater of the following: the total actual anticipated income from the family's assets or the imputed income from the family's assets.

In addition to having value, many, but not all, assets generate income. A rental property generates income in the form of rents. A savings account generates income in the form of interest. If assets generate no actual income, HUD requires that income be assigned, or imputed, to the assets if their total value exceeds $5,000. It is the actual or imputed income from a family's assets, not the value of the assets that is included in the family's annual income.

The AHA must determine the cash value of a family's assets only because it is a necessary step when calculating income from assets under program requirements. The cash value of an asset is the verified market value minus any reasonable cost incurred if the asset is converted to cash. Reasonable costs may include: penalties for premature withdrawal of funds, broker and legal fees for selling assets or converting them to cash, settlement costs for real estate transactions.

WITHDRAWALS OF CASH FROM ASSETS

Withdrawals are **not** included in annual income if a family can document and the AHA can verify that amounts withdrawn are reimbursements of amounts invested by the family.

Withdrawals are **included** in annual income only if they are made on a periodic basis. If the withdrawals are not made on a periodic basis, they are treated as lump sums not intended as periodic payments. They are reported in Section 7 form HUD-50058 under income.

PENSIONS AND RETIREMENT ACCOUNTS

After retirement or termination of employment, an employer-sponsored pension or retirement account is treated as follows:

> Any balance remaining in the account and may be withdrawn by the family at any time is counted as an asset.
>
> Any amount the family elects to receive in a lump sum is treated as lump sum receipt.
>
> Any periodic amounts distributed to the family are counted as income except what represents amounts invested by the family.

IRAs and Keogh accounts and similar retirement savings accounts are counted as assets.

Depending on the way the funds are invested, the AHA may need to treat them differently. All fees should be deducted from any income that the accounts generate when anticipated income is determined. Individuals may roll over amounts from employer-sponsored retirement accounts into IRAs after they leave. When they withdraw money from an IRS, the money may or may not represent amounts invested by the owner.

ANNUITIES

Depending on the type and the current status of an annuity, the AHA will need to ask different questions of the verification source, which will normally be a family's insurance agent. The AHA will need to verify the right of the holder to withdraw the balance, the current balance, the surrender or early withdrawal penalty fee, the tax penalty and the rate at which the annuity may be expected to grow during the coming year. Generally, when the holder of an annuity begins receiving regular payments from the annuity, he or she can no longer convert it to a lump sum of cash. If the holder does not the right to withdraw the balance in an annuity, the annuity will not be treated as an asset. However, any regular payments from the annuity will be treated as regular income to the extent that they exceed amounts invested by the holder. The AHA will need to verify: the inaccessibility of the annuity balance to the holder, the amount that the holder paid for the annuity and the amount that the holder has already received in periodic payments from the annuity.

TRUSTS

If any member of a family has the right to withdraw the funds in a trust, the trust is considered to be an asset and is treated like any other asset. If no family member has access to a trust at the current time, the trust is not considered to be an asset. If the family receives income from the trust, the treatment of the income depends on the method of distribution

.

Any amount received in a lump sum is treated as a lump-sum receipt.
Any amounts distributed to the family in the form of periodic payments are counted as income.

If an applicant or participant sets up a non-revocable trust for the benefit of another person, the trust is considered an asset disposed of for less than fair market value. If the trust has been set up so that income from the trust is regularly reinvested in the trust and is not paid back to the creator, the trust is treated like any other asset disposed of for less than fair market value for two years and not taken into consideration thereafter.

12.1 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for “mixed families” containing both eligible and ineligible persons.

Citizenship status will be verified at the time all other eligibility factors are verified.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents required. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age by supplying a birth certificate, passport, or documents showing receipt of SS old-age benefits.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide the applicable United States Citizen and Immigration Services (USCIS) document. The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U. S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. The AHA uses the USCIS Dept. of Homeland Security Verification Information System

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family will be sent a written notice within ten (10) business days of this determination. The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligibility status under this section, except to the extent that the delay is caused by the family.

If the AHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.2 VERIFICATION OF SOCIAL SECURITY NUMBERS (SSN)

Every applicant and household member including foster children, foster adults and live-in aides must disclose and document social security numbers. Children under the age of six are no longer exempt. The best verification of the Social Security number is the original Social Security card. If the card is not available, the AHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable. Some household members are exempt from the disclosure requirement: those who do not contend eligible immigration status, current residents who had not previously disclosed a social security number and who were at least 62 years old on Jan. 31, 2010. This applies until a transfer to a new unit or upon receipt of another form of housing assistance. Those members who have already provided a valid SSN prior to Jan. 31, 2010 if the SSN has been validated through HUD's automated systems.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it; the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

Required documentation now acceptable include: A Social Security card, a benefit award letter, Medicare card, or printout, an original documents issued by a federal, state, or local a government agency such as: welfare documents, military papers, unemployment insurance.

Documents that are not original, appear to be forged, or appear to be altered or not legible may be rejected. New documents will be requested to be submitted within a specified time frame.

For applicants, the SSN for each household member must be disclosed and documented when program eligibility is being determined. The family may not be admitted until this has been met. If otherwise eligible, the family may retain its place on the waiting list pending this documentation.

12.3 TIMING OF VERIFICATION

Verification information must be dated within 120 days of certification or reexamination. If the verification is older than this; the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, the AHA will verify and update only those elements reported to have changed.

12.4 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child is born, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:

   1. The family's income has decreased.

   2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

   3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

In the case of a family who has qualified for the income exclusion in Section 11.2(H) (11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The AHA has set the minimum rent at **$50.00**. However if the family requests a hardship exemption, the AHA will immediately suspend the minimum rent for the family until the AHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. A hardship can be considered temporary while the family attempts to secure funds for rent payments from an agency.

A. A hardship exists in the following circumstances:

   1. When the family has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program;

   2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

   3. When the income of the family has decreased because of changed circumstances, including loss of employment;

   4. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;

   5. When a death has occurred in the family.

B. There is no minimum rent hardship exception if the hardship is determined temporary. The AHA may request reasonable documentation of hardship circumstances. If the AHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the AHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The AHA will offer a reasonable repayment agreement; however, the family cannot be evicted for non-payment of rent due to the minimum rent hardship.

D. Long-term hardship. If the AHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. This is done retroactively to the date of the family's request for an exception.

E. The new minimum rent policies are retroactive to the effective date of the Quality Housing and

Work Responsibility Act of October 21, 1998. If a tenant in occupancy has qualified for one of the mandatory hardship exceptions since October 21, 1998 and was charged a minimum rent, the AHA will make arrangement to reimburse the tenant the overpayment in an equitable manner.

F. Appeals- The family may use the grievance procedure to appeal the AHA's determination regarding hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 FLAT RENT FORMULA

The rent will be based on 80% of the average market rent charged for comparable units per bedroom size in the private unassisted rental market. It will be the estimated rent for which the AHA could promptly lease the public housing unit after preparation for occupancy. A rent survey will be conducted each fiscal year utilizing units offered in the City of Aurora, IL community. The flat rents for unit sizes larger than three bedrooms will be calculated by adding 15% to the three bedroom flat rent for each extra bedroom. The four-bedroom flat rent is 1.15 times the three- bedroom unit and the five-bedroom flat rent is 1.30 times the three-bedroom unit. The AHA will consider: location, quality, size, unit type and age, and any amenities, housing services, maintenance and utilities provided. The flat rent will be designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. If the family chooses to pay a flat rent, the AHA will not pay any utility reimbursement.

The AHA will post the flat rents at each of the developments and at the central office. At recertification and admission, the applicant/participant will receive written notice of the flat rent amount and the formula rent amount. At that time, they will have the option of choosing by which method they want their rent calculated.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and
the family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The

AHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the AHA will provide additional search periods up to the maximum time allowable. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.
The family's assistance is prorated in the following manner:

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

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

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

E. The AHA chooses not to use ceiling rents.

13.6 UTILITY ALLOWANCE

The AHA has contracted with a software company to establish a utility allowance for all tenant paid utilities which will be based on a reasonable average consumption of utilities. They will provide annual updates and all required back-up documentation required by H.U.D. The updated schedules which will require Board approval. Included with the new schedules is 1.) Rate Data: documentation for establishing the rates charged for electricity, natural gas, oil and bottled gas.
2.) Rate and Average Consumption Report, 3.) Utility Schedules and Summary sheet: a consolidated summary sheet that shows all unit types.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the AHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

Revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted. The AHA will make exceptions to utility allowances when needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability.

13.7 PAYING RENT HARDSHIP EXEMPTION

The financial hardship exemption applies only to the payment of the minimum rent and not to the family's inability to pay based upon other elements of the TTP formula. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances. For a family to qualify under the eviction hardship, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities. To qualify under a death in the family, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income). The AHA defines temporary hardship as expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days. The family must request a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The AHA will make the determination of hardship within 30 calendar days.

The AHA will require the family to repay the suspended amount within 30 calendar days of the AHA's notice that a hardship exemption has not been granted. If the AHA determines that a qualifying financial hardship is temporary, the AHA must reinstate the minimum rent form the beginning of the first of the month following the date of the family's request for a hardship exemption. The family must resume payment of the mini8mum rent and must repay the AHA the amounts suspended. The AHA will offer a reasonable repayment agreement pursuant to the established policy.

If it is determined that the financial hardship is long-term, the AHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. Repayment of the minimum rent for the period of the long-term hardship is not required. The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.

2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that is at least equal to the amount lost.

3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

13.8 RENT COLLECTIONS

Rent and other charges are due and payable on the first day of the month. All rents should be paid by mailing payments in the form of a personal check, cashier's check or money order to: Aurora Housing Authority-P.O. 2091, Aurora, Il 60507. The bank prefers rent payments to be mailed. However, you may pay directly at the main Old Second Bank located on River St., Aurora, IL. Direct payments must be enclosed in an envelope with Aurora Housing Authority/Lockbox payment indicated so payment does not get misplaced. Reasonable accommodation requests for this mailing of rent payments requirement will honored for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

Monies paid to the AHA for the tenant's account will be applied to the oldest debt first. If the rent is not paid by the fifth of the month, a 14 Day Notice will be issued to the tenant. In addition, a $20.00 late fee will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge and a $15.00 returned check fee will be assessed. If a personal check is returned for insufficient funds, no future payments will be accepted by personal check for a one year period. Late fees in the amount of $20.00 will be assessed when rent payments are received after 5:00 p.m. on the eighth day of each month. If the 5th day falls on a holiday or weekend, payments received after 5:00 p.m. on the next business day will be charged a late fee.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

Eligibility for Continued Occupancy: Each adult family member must either; contribute eight (8) hours per month engaging in community service activities (not including political activities) or by indicating an exempt status by completing the appropriate form. A verification of this service will be submitted to the appropriate agency or individual (s) to be completed and returned.

The AHA does not restrict community service to the AHA's jurisdiction because it is not required by the regulations and it may unduly restrict residents from participating in economic self-sufficiency activities, particularly in metropolitan areas.

14.2 EXEMPTIONS

On an annual basis, 60 days prior to lease renewal, the AHA will notify the family of the family members who are subject to the community service requirement and the family members who are exempt. A list of agencies that provide volunteer opportunities and a documentation form will be provided. If the status changes during the twelve month lease term, it is the responsibility of the family to report this change to the AHA within ten business days nonexempt to exempt status; the exemption will be effective immediately up receipt of appropriate verification business days. Any claim will be verified by the AHA. For exempt to nonexempt status, the effective date of the change will be the first of the month following the 30 day notice. For nonexempt to exempt status, the exemption will be effective immediately upon receipt of appropriate verification for the file.

The following adult family members of tenant families are exempt from this requirement.

- Family members who are 62 or older
- Family members who are blind or disabled
- Family members who are the primary caregiver for someone who is blind or disabled
- Family members engaged in work activity per Section 407 (d) of the Social Security Act (42 U.S.C. 607 (d) as in effect on and after July 1, 1997
- Family members who are exempt from work activity under Part A. Title IV of the Social Security Act or under any other State welfare program, including the Welfare- to Work program

- Family members receiving assistance under a State program funded under Part A Title I of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

14.3 NOTIFICATION OF THE REQUIREMENT

The AHA shall notify all adult family members who are apparently not exempt from the community service requirement.

The AHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status by completing a self-certification form.

The notification will advise families that their community service obligation will begin upon a flat rent; the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial, or household management, apprenticeship, and any program necessary to ready a participant to work such as substance abuse or mental health treatment).

The AHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the AHA may create volunteer positions Such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

The AHA will accept community services at profit-motivated entities, volunteer work performed at homes or office of general private citizens and court-ordered or probation-based work as eligible community service activities.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination hereafter, the AHA will do the following:

A. Provide a list of volunteer opportunities to the family members

B. Provide information about obtaining suitable volunteer positions

C. Require the individual to provide the name and address of agency/individual That is the recipient of the community service.

D. The Property Manager will submit verification.

E. At the time of the next lease anniversary date or recertification, the Property Manager will review and determine if the family is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE

The AHA will notify any family member found in noncompliance

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That the violation of the service requirement is grounds for non-renewal of the lese at the end of the twelve month lease term, but nor for termination of tenancy during the course of the twelve month lease term.

D. Notices will be sent at least 45 days prior to the end of the lease term.

E. The family has ten business days to request a grievance hearing, sing an agreement to cure the non-compliance over the next 12 months if applicable, or submit documentation that the non-compliant family member has left the household.

F. If the family fails to respond within the required timeframe, the AHA will initiate termination or non-renewal by sending a termination notice in accordance with policy.

G. If the family has not cured their non-compliance during the 12 month cure period, the only way for the family to stay in the unit is for the non-compliant member to vacate.

14.7 OPPORTUNITY FOR CURE

The AHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agree(s) to enter into an economic self-sufficiency program or agree(s) to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, or does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation during the opportunity for cure period to perform community service hours the AHA shall not renew their lease at the next annual recertification. Initially, during the Intake Process and at recertification, all participants and applicants receive a Warning letter.

Individuals who have special circumstances which they believe will make them exempt must notify the AHA in writing within 5 business days of the circumstances becoming known. The AHA will review the request and submit a determination in 10 business days.

15.0 RECERTIFICATION

TEMPORARY PUBLIC HOUSING REGULATORY REFORMS UNTIL MARCH 31, 2014

Under the temporary regulatory reform, The AHA has temporary flexibility to use household income from the previous year rather than projecting income; permits self-certification of assets below $5,000; income verification for elderly and disabled on fixed incomes; uses a payment standard of up to 120 percent of Fair Market Rent without prior HUD approval as a reasonable accommodation for a family that includes a person with disabilities. Income determined on actual past income must use the most recent twelve months of income information available in EIV. Fixed income includes: Social Security including SSI and SSDI. Federal, State & local private pension plans, annuities, insurance policy retirement funds, disability benefits that are substantially the same amounts from year to year. The streamlined reexamination of income for elderly/disabled families is allowed when 100 percent of the family's income consists of fixed income. These family incomes will be calculated applying the published cost of living adjustments to the previously verified income amount.

15.1 GENERAL

At least annually, the AHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size (3) whether the family is in compliance with the Community Service Requirement (4) if there is an Income Discrepancy Report, (5) if the family's unit fails to pass the annual inspection due to housekeeping or above normal wear and tear violations.

The AHA will send a notification letter to the family letting them know that it is time for their annual reexamination. They are given the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the AHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, a transfer will occur or the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the AHA initiating an eviction action against the family for violations of the Code of Federal Regulations, this policy, and the lease.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent.

C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:

   1. The family's income has decreased.

   2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

   3. Other circumstances creating a hardship on the family such that the formula

method would be more financially feasible for the family.

F. The dates upon which the AHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, AHA will send a reexamination letter to the family offering the choice between a flat and a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the AHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the AHA representative, they may make the selection on the form and return the form to the AHA. In such case, the AHA will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the AHA will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

The family will pay the greater of the total payment or the minimum rent of $50.00.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the AHA between regular reexaminations. The family shall report in writing and provide documentation of these changes within ten (10) days of their occurrence. All necessary reporting and documentation must be received by the AHA on or before the **20th of the month** in order for decreases in rent to be effective the first of the following month. Change forms are located in the lobby at the 1630 W. Plum St. office and the site management offices.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit. If a child has been placed in foster care, the AHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency or court confirms that the child has been permanently removed from the home, the child will continue to be counted as a family member in the participant family's home.

C. An increase or decrease in income..

D. With prior notice to management, guests may be permitted to stay for a period not to exceed fourteen (14) consecutive days. Repeated lengthy visits by the same guests will be considered an attempt to subvert the lease.

E. Roomers and lodgers shall not be permitted to occupy a dwelling unit nor shall they be permitted to move in with any family occupying dwelling unit.

F. Tenants will not be given permission to allow a former tenant of the AHA who has been evicted, to occupy the unit for any period of time.

G. Adult children who have vacated the assisted unit will not be allowed to be added again to the lease. They must submit their own application for housing assistance.

H. Other relatives (aunts, uncles, cousins, brothers, sisters, parents and their offspring etc.) who cannot document a recent family history of residing together as a "family" or stable unit, who share assets and, income to meet shared expenses, may not be added to the Existing household. They must submit their own application for housing.

REMOVING A FAMILY MEMBER FROM THE HOUSEHOLD

The procedure to follow to remove a family member is to complete a Vacated Family Member form. If a family member has vacated, but can't be found, the family may complete a Vacated Member form for him/her. The AHA has the discretion to determine which members of a family will continue to receive assistance in the program if the family breaks up. Factors to be considered include:

1. The assistance will remain with the family members remaining in the original assisted unit.

2. The interest of minor children, ill, elderly, or disabled family members.

3. It will be determined if termination action will be taken against the entire household or if the member who commits an actual or threatened physical violence against another person must vacate.

4. A court determined disposition of property between member of the family in a divorce or separation under a judicial decree, the AHA is bound by the court determination.

ADDING A FAMILY MEMBER TO THE HOUSEHOLD

The only additional family member that is allowed to be added to the household (other than through than through birth or adoption, or court awarded custody, would be a live-in-aide or significant other (no additional bedroom can be required per occupancy standards), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family. The new family member will go through the screening process similar to the process for applicants. The AHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity or an informal review. If they are found to be eligible and pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

REQUESTING AN INTERIM EXAM

Families may, at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such written request, the AHA will take timely action to process the interim reexamination and recalculate the tenant's rent. Annual cost of living increases (i.e. Social Security) will be calculated at the time of the annual re-exam.

REPORTING CHANGES

Whenever an income increase occurs between regular re-examinations, income must be reported in writing within the 10 days of the change. The income will be reviewed and the AHA will determine if a third party written verification should be sent. All increases in income including new awards of social security benefits, unemployment, or from other sources including any income or benefits received from an added family member will be utilized to calculate an interim increase in the tenant rent portion (unless the participant qualifies under the mandatory earned income disregard. If the income is not reported, then the income will not be disregarded but will be treated as unreported income and that process will be followed. Seasonal employees may request an interim change when returning to work or when unemployed.

15.7 SPECIAL REEXAMINATIONS

Whenever an income increase occurs between regular re-examinations, income must be reported in writing within ten (10) days of the change. The property manager will determine if a third-party written verification to the employer is required. The income will be reviewed and an interim exam will be conducted. All increases in income greater than $100 will be calculated and an interim Rexam will be conducted. Residents will be notified 30 days in advance in writing of the new rent amount. If income was not reported, the increase will become effective on the date it would have increased had proper notification been given? Unreported income increases will be treated as unreported income and that process will be followed.

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the AHA may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

SEASONAL EMPLOYMENT

People in some occupations regularly work less than 12 months per year. For example: school employees, agricultural workers, construction workers. There are two common methods for calculating employment income for seasonal workers, both of which are acceptable, so the choice is up to the family. They will sign a form at recertification and admission which indicates which type they have chosen.

- Method 1- The AHA annualizes current income and then conducts an interim reexamination

- Method 2- The AHA calculates anticipated income from all known sources for the entire Year and conducts no interim reexamination. To use this method, a history of income from past years is needed. This method is not useful when a future income source is "unknown" or "none".

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

C. To facilitate relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting the AHA's deconcentration goal.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Mandatory. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed. A mandatory transfer is awarded when there is a change in family composition resulting in a unit either too large or too small for the household members. Preference will be given to families that reside in units too small versus those in units too large.

Category 2: Voluntary transfers. A voluntary transfer is recognized as one of convenience for household members or the AHA. These transfers are made to offer incentives to families willing to help meet certain AHA occupancy goals and to allow for non-emergency but medically advisable transfers, and other transfers approved by the AHA when a transfer is the only or best way of solving a serious problem. A voluntary transfer will be considered for employment, school, and minor health related problems. A tenant must live at their current dwelling unit for one year before they are eligible to apply for a transfer.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. The AHA will not assign a larger bedroom size due to addition of family members other than by birth, adoption, marriage, court-awarded custody or foster care. Chronic health conditions and mobility impairment transfer requests require documentation that the disability produces a significant, functional impact on a major life activity and support the resident's request for the accommodation. The report should describe the current and significant functional limitations that warrant the accommodations and provide recommendations for accommodations that are directly linked to those limitations. (Refer to 10.2 Assignments of Bedroom Sizes F).

16.4 INCENTIVE/PRE-REQUISITE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

A. The family is current in the payment of all charges owed the Aurora Housing Authority and has not paid late rent for at least one year;

B. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;

C. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or AHA staff.

16.5 PROCESSING TRANSFERS

Transfers will be housed ahead of any other families, including those on the applicant waiting list when the overall agency occupancy rate is 97% or above.

The tenant's current security deposit will be transferred less any amounts required for cleaning and damages. Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or additional security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following are acceptable reasons for the rejection of an offer to transfer for good cause: reasons related to health, proximity to work, school, and qualified childcare or placing the family member's life, health, or safety in jeopardy (demonstrated by submitting compelling documentation such as restraining orders, court orders, risk assessments, documentation under VAWA, witness protection information from a law-enforcement agency, the offer will require an adult to quit a job, drop out of an educational institution or job training program or take a child out of daycare or an educational program for children with disabilities, temporary hospitalization or recovery from illness of principal household member, or the necessity of a live-in aide, or the unit is inappropriate to meet the requirements of a disabled family member. The family must provide documentation to the satisfaction of the AHA. Refusals due to location alone do not quality for this good cause exemption.

A. If the family rejects with good cause a unit offered, they will not lose their place on the transfer list. Otherwise, their name will be removed from the list and they cannot re-apply for one full year.

B. If the transfer is being made at the request of the AHA and the family rejects two offers without good cause, the AHA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the AHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

C. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include de-concentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list. They may not request another transfer, if it is for the same reason, for one year.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the AHA in the following circumstances:

E. When the transfer is needed in order to carry out rehabilitation activities; or

F. When action or inaction by the AHA has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the AHA. This means the family must be in compliance with their lease, current on all payments to the AHA, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form (except if they are on the one year stipulation as indicated above). In considering the request, the AHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The AHA will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting. In case of a reasonable accommodation transfer, the AHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the AHA 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 AHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 RIGHT OF THE AHA IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

RESOLUTION NO. 09-27-CLARIFICATION OF TRANSFER POLICY

The AHA has an established policy to transfer residents from one public housing site to another public housing site at the residents request provided the property from which they are transferring has an occupancy rate of 97% or greater; and the Authority has an established policy to initiate mandatory transfers for specified reasons; and the Authority is required under federal regulations to provide accommodations for persons with special needs; the Board of Commissioners approved that the transfer policy under the ACOP is clarified as follows:

1. Resident requested transfers will be approved in accordance with established criteria stated in the ACOP regardless of the occupancy rate of the property;

2. AHA mandated transfers will include transfers necessary to property in accordance with the strategic plan of the AHA a transferred as a result of a mandatory transfer will receive all benefits as if otherwise duplicated;

3. Transfers under either category will be ranked based on overall tenancy with the AHA;

4. Residents with special needs will be provided with a priority status on the the Housing Choice Voucher Program wait list and will receive the next available voucher as an accommodation for special needs.

17.0 INSPECTIONS

17.1 MOVE-IN INSPECTIONS

An authorized representative of the AHA and an adult family member will inspect the premises prior to commencement of occupancy. An inspection book of the condition of the premises will be completed, all equipment will be provided, and a copy will be retained in the AHA file. An authorized AHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any AHA damages to the unit. The vacating resident will be provided with a statement of charges beyond normal wear and tear pursuant to state law.

17.2 ANNUAL INSPECTIONS

The AHA will inspect each public housing unit annually using HUD's Uniform Physical Condition Standards ("UPCS") to ensure that each unit meets the AHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

Under the Public Housing Assessment System (“PHAS”) a special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the AHA.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the AHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the AHA will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the AHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The AHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 REPAYMENT AGREEMENTS

18.1 REPAYMENT AGREEMENT POLICY

It is the policy of the AHA that we will not continue to provide Housing Assistance to a family who currently owes money to the AHA or another PHA, until the balance is paid in full. Repayment Agreement can be executed for money owed other than due or past due rent. Examples of when a repayment may be executed are; unreported income, maintenance charges, and late fees. Usually all Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. However, this is at the discretion of the person executing the agreement.

18.2 REPAYMENT AGREEMENT AUTHORIZATION

A Repayment Agreement can only be authorized by the Public Housing Program Manager, Housing Choice Voucher Program Manager or the Executive Director. Such an Agreement and the down payment amount are entirely within the discretion of the AHA, determined on a case by case basis. Usually a minimum down payment of one-third of the total balance is required at the time the time the approved Repayment Agreement is executed. The applicant and/or tenant will remain in good standing with the AHA as long as all payments are received as required by the Repayment Agreement. Failure to abide by an executed Repayment Agreement will result in one of the following actions:

A. Section 8 applicants and/or Public Housing applicants will not have their applications processed until balances due to the AHA or housing authorities have been paid in full.

B. Public Housing tenants will be subject to termination of tenancy and the AHA will pursue legal remedies for any remaining unpaid balance, plus court costs and attorney fees.

C. Section 8 participants will have their rental assistance terminated. Landlords will be given thirty (30) days' notice of pending termination of HAP Payments for the Section 8 participant and the AHA will pursue legal remedy for any remaining unpaid balance, plus court costs and attorney fees.

It should be noted that this repayment agreement will be in default when one (1) payment is delinquent. When the repayment agreement is in default, no future repayment agreement will be made with the same family. Once the agreement is in default all monies outstanding under the repayment agreement become immediately due to the AHA in total. Upon default, resident will be given a 30 day termination notice for failure to pay rent. Failure to make payment in full within this timeframe will result in eviction proceedings.

This Policy is incorporated into all Repayment Agreements. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the resident to eviction procedures.

The AHA will allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had a hardship exemption. Otherwise, no repayments are granted for any amounts due to unpaid rent.

19.0 TERMINATION

19.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 15-day written notice. If the tenant vacates prior to the end of the fifteen (15) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. If the tenant has a change of mind and wants to stay in the unit, the property manager can reinstate them or extend their stay. When the tenant wishes to move again, a new written 15 day notice must be submitted.

19.2 TERMINATION BY THE AHA

To assure that families are given proper notice, two attempts will be made to hand-deliver them to the head-of-household or a household member over the age of 12 years old. After two attempts are made, the notice will be sent by first-class mail and via certified mail, with return receipt requested. When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, the AHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases. The family is afforded the opportunity for a pre-eviction informal and formal hearing in accordance with the AHA grievance procedure. If the family remains in occupancy beyond the deadline to vacate given by the court, the AHA will file for eviction with the sheriff's office and schedule the moving company to remove the family from the premises as per state and local law.

The AHA shall maintain a written record of terminations and/or evictions including the name of evicted resident, the unit address, date of the notice of lease termination and the reason for the notices.

The AHA has the option to evict or terminate the tenancies of families who are over the income limits established by HUD, however, the AHA will not evict or terminate the tenancies of families solely because they are over income.

The AHA after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved "Agreement to Cure" as defined in the Quality Housing Work Responsibility Act of 1998. If they do not voluntarily leave the property, the lease will not be renewed and/or eviction proceedings will begin.

The AHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges; (a 14 Day Notice or 30 Day Notice is issued only after the amount due is $50.00 or greater)

B. A history of late rental payments;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises; guest are permitted 14 days per year.

G. Use of the premises for purposes other than for AHA approved resident businesses);

H. Destruction of property, including the willful destruction of property belonging to other public housing residents or their visitors, or to the AHA.

I. Failure to report inoperable smoke detectors or carbon monoxide alarms, or Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed alarm. The first offense is a Class A misdemeanor and a class 4 felony for second or subsequent convictions.

J. Upon notification of a death, an allotted time of fourteen consecutive days, beginning the day after the date of notification, is given to the family designee to remove personal belongings from the unit unless: the rent has been paid for the month in which the death occurs, advance of the date of death. Then the designee will be allotted time through the end of the month, or fourteen consecutive days from the date the AHA is notified, whichever is greater.

19.3 OTHER REASONS FOR DENIAL AND TERMINATION

A. Criminal Activity**:** A tenant shall not engage in any criminal activity whether said activity occurs on the leased premises, or on or off the housing development of which the leased premises are a part. Criminal conduct, to meet this definition, needs to be proven by the preponderance of the evidence.

Commission of violent crimes, including assault and battery, by any member of the household, whether or not on AHA property, may be grounds for termination of tenancy.

No member of the tenant's household that resides with the tenant during the term of the tenant's lease, whether a minor or adult, shall engage in any criminal activity whether that activity occurs on the leased premises, or on or near the housing development of which the leased premises are a part. It shall be presumed that any individual who is listed on the lease as a member of the tenant's household or who is otherwise listed in Management files as a member of the tenant's household, and who engages in any criminal activity, resides with tenant and is under tenant's control, unless tenant, before the date of any incident giving rise to any criminal activity, shall have specifically informed Management in writing, that said individual is no longer a member of the his/her household and no longer resides upon the leased premises.

No guest or visitor of either tenant or member of the tenant's household shall engage in any criminal activity on the leased premises. Unless the tenant can demonstrate otherwise, it shall be presumed that any person engaging in criminal activity is a guest or a visitor of the tenant and under tenant's control, or a member of his/her household if said criminal activity takes place on the leased premises. Criminal Activity shall include, but not be limited to, any of the following serious misconduct including violations of the Illinois Cannabis Control Act:

1. Physical assault or threat of physical assault to any person whatsoever. An Assault is a threat or attempt of physical harm whether successful or not, and does not require actual touching. Battery is defined as the actual intentional striking of someone, with intent to harm, or in a "rude and insolent manner" even if the injury is slight. Both are crimes and can be the basis of lawsuits as a civil wrong. Illegal use or possession of firearms or other weapons or or ammunition or the threat to use an illegal firearm or other

weapon.

2. Illegal manufacture, sale, distribution, use or possession with intent to manufacture sell, distribute or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act, unless such controlled substance was obtained directly from or pursuant to a valid prescription or order by a practitioner as defined by the law of the State of Illinois while acting in the course of his/her professional practice;

3. Sexual molestation, debauchery of a minor, prostitution, and other similar or related serious misconduct.

It shall be conclusively presumed that engagement in any of the foregoing serious misconduct constitutes a serious danger to the health or safety of tenants or employees of the AHA.

The AHA may deny admission to any applicant who engages in the activity as described above, or terminate the tenancy of any tenant who engages in the activity as described above, without regard to the following:

i. whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or

(ii) whether or not the applicant or tenant had any knowledge, in fact, of criminal activity engaged in by a member of said person's household or of any guest or invitee or of a member of said person's household.

B. Drug Use: A person may be denied eligibility for admission if that person is a confirmed and/or current drug addict.

In cases where a drug addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible.

C. Rape or Sexual Deviation: As provided in sub clause 1 of this Section, applicants may be denied admission and tenancy may be terminated for applicants or tenants or members of their households who have been involved as offenders in rape, indecent exposure, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he/she was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.

D. Initiating threats or behaving in a manner indicating intent to assault employees or residents of the AHA.

E. Abandonment of a Public Housing dwelling without advising the Aurora Housing Authority officials so that staff may secure the unit and protect its property from vandalism.

F. Intentionally falsifying an application for leasing including giving false information regarding family income, size, or utilization of an alias on the application for housing.

G. Record of serious disturbances consists of patterns of behavior which endanger the life, safety, morals or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant or resident resides, or which are seriously disturbing to neighbors or disrupt sound family community life, indicating the applicant's or resident's inability to adapt to living in a multi-family or other setting. This definition also includes neglect of children which endangers their health, safety, or welfare, judicial termination of residency in previous housing on the grounds of nuisance or objectionable

H.. Grossly unsanitary or hazardous housekeeping includes the maintenance of fire hazard through acts such as hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or to lack orderliness, where such conditions do not create a problem for neighbors. This category does include irresponsibility and negligence regarding practices of resident fire safety, prevention, and evacuation as indicated in the established plan. Specifically, any resident, or guest or visitor of a resident responsible for more than two fire alarm response calls from the local fire department for tenant caused fires annually will be subject to the eviction process. Likewise, any resident who has been warned more than two times annually not to leave the door to their unit open, or has been warned for improper use of fire doors, or any non-compliance with City code which may cause a potential fire hazard will be subject to the eviction process.

I. Disregard for the rules of occupancy and the rights of others which would diminish their enjoyment of the premises, by adversely affecting their health, safety or welfare.

J. Acts of destruction defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts.

K. Any criminal activity on the property or drug-related criminal activity committed by a tenant, guest, visitor or member of the tenant's household on or off the premises. This includes, but is not limited, to the manufacture of methamphetamine.

L. Non-compliance with Non-Citizen Rule requirements.

M. Permitting persons not on the lease, guests or visitors, to reside in the unit more that fourteen (14) consecutive days per year without the prior written approval.

N. Other good cause. There is no limitation to evict for other good cause unrelated incidents of violence as long as the victim is not subject to a more demanding victim.

O. The AHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

P. Pursuant to the "Violence Against Women Act", the AHAs Public Housing property when/if the family breaks up. The AHA may evict if it can demonstrate an actual and imminent threat to other tenants, employees, or service providers if that tenant's (victim's) tenancy is not terminated. The AHA will consider relevant factors: whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking; whether the threat is a physical danger beyond a speculative threat; whether the threat is likely to happen within a short period of time; whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location. The AHA will require certification by the victim of victim status such as: a police or court record, a person who has assisted or seen the effects of such abuse, a volunteer of a victim service provider, and attorney, a medical or knowledgeable professional, etc. or by completing such forms as the AHA and/or HUD shall prescribe (form HUD-50066).If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the AHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

The victim will be made aware of services available in the community, such as local agencies for counseling, support groups, emergency shelter and education. The tenant may utilize the grievance process if not in agreement with the AHA determination.

Q. The AHA may consider exclusion of the culpable household member as an alternative to termination of the lease for criminal activity or alcohol abuse where such a solution appears viable. To facilitate the AHA's efforts to ensure compliance to prohibit the offending individual's access to the unit, the AHA will require the family to provide information about the individual's new address as evidence that the person has, in fact, moved from the unit.

19.4 ABANDONMENT

The AHA will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. If the tenant and all other persons are absent from the premises for seven (7) consecutive days during the lease term or any renewal or extension period while the rent is delinquent, the premises may be deemed by AHA as abandoned if inspection shows that all or most of the tenant's property has been removed.

After posting the abandonment notice and receiving no responses within 48 hours, the AHA representative may enter the unit and remove any abandoned property.

Within 30 days of learning of abandonment, the AHA will either return the deposit or provide a statement of why the deposit is being kept.

After a unit is determined abandoned, under no circumstances will the resident will be allowed to move back into the unit. A work order is submitted by the property manager to have the locks changed and the property manager is also responsible for contacting the utility service providers to have the services put back in the name of the Aurora Housing Authority. This should be done no later than one or two days after the move-out is completed.

19.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the AHA will return the security deposit within 30 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in. The AHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

20.0 MISCELLANEOUS POLICIES

20.1 AFTER HOURS EMERGENCY MAINTENANCE PROCEDURES

The AHA provides after hours emergency maintenance service for specific emergency work items that are summarized on a written list and for other possible emergency situations that: pose an immediate safety threat to resident; may cause or result in damage to AHA owned property; are necessary for the assistance of emergency personnel (i.e., police officers, fireman, paramedics); or require access for repair work (i.e., phone, gas, electric, elevator, alarm system, etc.). The answering service also has a list of who is on call by dates.

The AHA has a contract with an answering service that picks up calls from our main office number (630) 859-7210 when the office is closed. The AHA also has an afterhour's emergency maintenance hotline number directly to the answering service, (630) 859-6996. All new residents are informed of this information at the time of their initial orientation and letters are sent to existing residents periodically outlining this information.

The steps for reporting after hour's emergency calls are as follows:

1. Resident calls 859-7210 or 859-6996 and reports problem. AHA staff may also request service under emergency circumstances or for other legitimate reasons.

2. Answering service makes a determination based on a list provided to them of legitimate after hours emergency call work items as to whether they should contact the on-call maintenance person. If the problem is not a legitimate emergency, the answering service advises the resident to contact their property manager during regular office hours to report the problem.

3. If the call is considered a legitimate after hour's emergency call work item or if the answering

service operator is uncertain if the call is valid, they will page the on-call maintenance person. When the on-call maintenance person contacts the answering service, they will inform him/her of the problem, the resident's name, address and phone number. It is then the responsibility of the on-call maintenance person to either immediately respond to the call or to contact the resident by phone to determine if an immediate response is warranted in order to address and resolve the reported problem.

4. If the on-call person does not call back within twenty minutes, the answering service operator should call the on-call maintenance person at home or on the afterhour's mobile phone. If the on-call maintenance person does not respond to the answering service, the maintenance supervisor should be paged and/or contacted by phone. If he does not respond, the Deputy Director should be paged and/or contacted by phone.

5. If the answering service is not certain what to do or if a resident requests to speak to an employee of the AHA, the answering service should either page or contact by phone the appropriate person or persons listed on the AHA on-call staff sheet (i.e., management staff, maintenance staff, property manager, etc.).

6. The answering service may not provide home phone numbers for AHA staff to anyone.

20.2 POLICY ON RESIDENT MAINTENANCE CHARGES

Maintenance costs chargeable to tenants are for services for repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by the tenant, household members or by guests. When the AHA determines that needed maintenance is not caused by normal wear and tear, the tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the AHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the AHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. Maintenance charges are due in full fourteen (14) days from the date the tenant receives the Notice and are subject to the AHA's grievance procedure when a request is received within five (5) business days upon receipt of the Notice.

20.3 COMMUNITY CENTER USE POLICY

The AHA has three separate community centers located at Maple Terrace, Centennial House and at the Eastwood complexes.

The community centers are available for use by and benefit of the AHA residents as set forth below. Any resident of the AHA interested in using the community center shall submit a written application for such use to the Executive Director, or his/her designee, at least 14 (fourteen) days prior to the first date that the resident is seeking use of the community center. Applications can be obtained at the main office located at 1630 W. Plum St., Aurora, Illinois. The application must be complete. The Executive Director, or his/her designee, shall determine if the application meets the following objective criteria for granting a resident use of the community center: (a) benefit of the use to the AHA population in general; (b) benefit of the use to the individual resident(s) seeking the use; and (c) compliance with applicable tenant obligations provided for in the AHA's current lease, applicable federal regulations, and the AHA's Occupancy Policy. The Executive Director, or his/her designee, shall have the discretion to deny applications which fail to satisfy these criteria.

All applications will be given equal consideration in securing use of the community centers. The Executive Director, or his/her designee, shall be responsible for scheduling groups into the spaces. Groups may be regularly scheduled for specific time and space on a continuing basis with the written permission of the Executive Director. This permission shall be subject to revocation by the AHA at any time. Priorities for scheduling groups into the space shall be as follows:

1. Activities, groups or meetings sponsored by the AHA

2. Activities or meetings hosted by a recognized tenant council.

3. Activities, groups or meetings hosted by community groups for the exclusive benefit of AHA residents.

4. Activities or meetings hosted by a group of AHA residents for the exclusive benefit of AHA residents.

5. Activities, groups or meetings hosted by individual AHA residents, i.e. birthday parties, holiday parties.

Terms and Conditions of Use

1. There will be a deposit of $100.00 required for use of the community center for all individuals/groups, except for those sponsored/hosted by the AHA, a recognized tenant council or community groups using the center for the exclusive benefit of AHA residents. The Executive Director, or his/her designee, may waive the charge for use of the community centers when an undue hardship would occur and the proposed use would generally benefit the residents of the AHA.

2. The community centers will be available for use between the hours of 8:00 a.m. and 10:00 p.m.

3. Possession or use of alcohol or any type of illegal substance is prohibited at the community centers.

4. The community centers shall be cleaned by the group/individual using the centers and shall be left in the same condition as it was prior to its use by the group/individual.

5. All groups/individuals, other than those sponsored by the AHA, the tenant council or community groups using the center for the exclusive benefit of the AHA residents, will be required to pay a deposit of $100.00 for use of the community centers. The deposit must be paid 7 days prior to use of the center and must be paid at either the site office or the main office of the AHA at 1630 West Plum St., Aurora Illinois. The deposit will be used to defray any costs of the AHA associated with the use of the community centers. The Executive Director, or his/her designee, will determine if the deposit will

be returned to the group/individual. If damages or costs to the AHA are incurred in excess of the deposit, due to the use of center by a group/individual; the group/individual will be responsible for reimbursing the AHA with that excess cost.

6. Violation of the terms and conditions of the community center use will be cause for termination of the use and, at the discretion of the Executive Director, or his/her designee, may be reason for denial of future use of the community center by that individual or group.

20.4 CURFEW POLICY

The AHA has established the following curfew for the Maple Terrace, Southwind, Indian Trail, Eastwood and Centennial House Housing Complexes:

1. All residents and non-residents shall be prohibited from loitering upon the common public grounds of the above housing complexes between the hours of 11:00 p.m. and 7:00 a.m.

2. Any resident who loiters upon the common public grounds of the above housing complexes between the hours of 11:00 p.m. and 7:00 a.m. shall be in violation of the curfew policy and their tenant obligations under their lease.

3. Any non-resident who enters or loiters upon the common public ground of the above housing complexes between the hours of 11:00 p.m. and 7:00 a.m. shall be considered a trespasser and the AHA staff will file a complaint against such individuals and prosecute said complaint.

4. The AHA has authorized the Aurora Police Department to enter upon the property of the AHA and arrest any non-resident violating the curfew.

20.5 GRIEVANCE POLICY

I. PURPOSE

The grievance procedure has been adopted to provide a forum and procedure for tenants to seek the just, effective and efficient settlement of grievances against the AHA. The AHA will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families and provide other reasonable accommodations for persons with disabilities. The AHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937(42U.S.C. Sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR Sections. 966.50-966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and AHA with the following exceptions:

A. This grievance procedure is not applicable to disputes between Tenants not involving AHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and AHA's Board of Commissioners.

B. HUD has issued a due process determination that the law of the State of Illinois requires that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in section IV below) before eviction from a dwelling unit. Therefore, AHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

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

I. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. Grievance: Any dispute which a Tenant may have with respect to AHA action or failure to act in accordance with the individual Tenant's lease or AHA regulations which adversely affect the individual Tenant's rights, duties, welfare or status.

B. CFR: The code of federal regulations, which contains the federal regulation governing this grievance procedure.

C. Complainant: Any Tenant (as defined in this section below) whose grievance is presented to the central office of the AHA or to the pertinent development office, in accordance with the requirements set forth in this procedure.

D. Drug-related criminal activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.

E. AHA or "Authority": The Aurora Housing Authority, a corporate body organized and existing under the laws of the State of Illinois.

F. Elements of due process: the following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

(1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for

eviction;

(2) Right of the Tenant to be represented by counsel at the hearing if he/she chooses;

(3) Opportunity for the Tenant to refute the evidence presented by the AHA including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;

(4) A written decision on the merits.

G. Hearing Officer: An impartial person selected in accordance with 24 CFR Sec. 966.53, Sec. 966.54 and Sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect hereto.

H. Hearing Panel: A five member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.53 and this procedure to hear grievances and render decisions with respect hereto.

I. HUD: The United States Department of Housing and Urban Development

J. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

K. The "Regulations": The HUD regulations contained in subpart B of 24 CFR part 966.

L. Resident Organization: An AHA Board recognized organization of residents, which may include any duly organized, recognized resident management corporation.

M. Tenant: The adult person (or persons) other than a live-in aide:

(1) Who resides in the unit and who executed the lease with the AHA as lessee of the dwelling unit, or, if no such persons resides in the unit,

(2) The person who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

N. Business Days: Monday through Friday of each week, except for legal holidays recognized by the federal government.

IV. INCORPORATION IN LEASES

This grievance procedure shall be incorporated by reference in all leases between Tenants and the AHA, whether or not so specifically provided in such leases.

V. INFORMAL SETTLEMENT OF GRIEVANCES (Informal Settlement Conferences)

A. Initial Presentation: any grievance must be personally presented, in writing, to the pertinent management office within five (5) business days after the occurrence of the event giving rise to the grievance. Requests for an extension for good cause shall be granted on a case by case basis at the discretion of the person conducting the Informal Settlement Conference.

B. Informal Settlement Conference (Informal Hearings): If the grievance is not determined by the AHA to fall within one of the two exclusions mentioned, then the AHA will notify the complainant within five (5) business days in writing of the time and place for the informal settlement conference (Informal Hearing). The Informal Settlement Conference (Informal Hearing) will be conducted by the property manager.

C. Written Summary: Within ten (10) business days after the informal settlement conference (Informal Hearing), a summary of the informal discussion shall be prepared by the property manager and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in the complainant's tenant file.

VI. FORMAL HEARING

The following procedures apply to the request for a formal hearing under this grievance procedure:

A. Request for Formal Hearing: If the Complainant is not satisfied with the results of the informal settlement conference (Informal Hearing), the complainant must submit a written request for a formal hearing to the AHA's main office or the pertinent management office no later than five (5) business days after the date Complainant receives the summary of discussion delivered as required. Extensions shall be granted for good cause on a case by case basis at the discretion of the Hearing Officer or Panel.

   Complainant's written request for a formal hearing must specify:

   (a)The reasons for the grievance; and

   (b) The action or relief sought by the complainant; and

   (c) If the complainant so desires, a statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days;

   (d) If the complainant has failed to attend an informal settlement conference, a request that the hearing officer waive this requirement.

B. Failure to Request Formal Hearing: If the complainant fails to request a formal hearing within five (5) business days after receiving the written summary of the informal settlement conference (Informal Hearing), the AHAs decision rendered at the informal conference becomes final and the AHA shall not thereafter be obligated to offer the complainant a formal hearing.

VII. SELECTION OF HEARING OFFICER OR PANEL

All formal hearings shall be conducted by an impartial person appointed by the AHA in the manner described below:

A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:

(1) AHA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but will not be necessarily limited to, members of the AHA Board of Commissioner, AHA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.

(2) The slate of potential appointees shall be posted for 30 days and submitted to the AHA resident organization, if any, for written comments. Written comments from any tenants or resident organizations shall be considered by the AHA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive.

3. On final appointment, the persons appointed and resident organizations shall be informed in writing of the appointments. Appointments will be valid for one (1) calendar year, unless written notification of resignation is received from any hearing officer or hearing panel member. A list of all qualified hearing officers will be kept at the central office of the AHA and be made available for public inspection at any time.

(4) The persons who are presently appointed to serve as hearing officers for grievances brought under this procedure are listed in Exhibit 1 attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section, upon the expiration of the current annual term.

B. The designation of hearing officers for particular formal hearings shall be governed by the following provisions:

(1) All formal hearings will be held before a single hearing officer selected by the AHA.

(2) Appointments to serve as a hearing officer with respect to a particular grievance shall be made by the AHA in random order, subject to availability of the hearing officer to serve in each such case. The AHA may employ any reasonable system for random order choice.

(3) No member of the AHA Board of Commissioners or staff may be appointed as hearing officer in connection with the grievance of an action which was either made or approved by the proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.

(4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer if it becomes apparent that such person is not fully capable of impartiality.

Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer, such objection is deemed to be waived, and may not thereafter be made. In the event that a hearing officer fails to disqualify himself or herself as required in this grievance procedure, the AHA will remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

IX. SCHEDULE OF FORMAL HEARINGS

A. Formal Hearing prerequisites: A complainant does not have a right to a formal hearing unless the complainant has satisfied the following prerequisites to such a hearing:

(1) The complainant has requested a formal hearing in writing.

(2) The complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

(3) If the matter involves the amount of rent which the AHA claims is due under the complainant's lease, the complainant shall have paid to the AHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which formal hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. Unless waived by the AHA in writing, no waiver will be given by the AHA except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of the AHA.

B. TIME, PLACE, NOTICE

(1) Upon Complainant's compliance with the prerequisites to a formal hearing set forth above, a formal hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the AHA, not later than the tenth (10th) business day after Complainant has completed such compliance.

(2) A written notification specifying the time, place, and the procedures governing the formal hearing shall be delivered to the complainant and the appropriate AHA official, who, unless otherwise designated, shall be the Executive Director.

(3) In accordance with complainant's right to question and/or cross examine witnesses concerning the formal hearing, whenever possible, the complainant must notify AHA at least forty-eight (48) hours prior to the hearing of any of the personnel which the complainant desires to question at the formal hearing so that such persons can be made available.

X. PROCEDURES GOVERNING FORMAL HEARINGS

A. Fair Formal Hearings: The formal hearings shall be held before a hearing officer as described above. The complainant shall be afforded a fair formal hearing, which shall include:

(1) The opportunity to examine, before the formal hearing, any AHA documents, including records and regulations that are directly relevant to the formal hearing. The complainant will be allowed to copy any such documents at the complainant's expense. Charges will be based upon current AHA costs. If the AHA does not make the document available for examination upon request by the complainant, the AHA may not rely on such document at the formal hearing.

(2) The right to be represented by counsel, if they so choose, or other person chosen as the complainant's representative and to have such person make statements on the complainant's behalf.

(3) The right to a public hearing unless the complainant requests a private hearing. The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by the AHA and to confront and cross examine all witnesses upon whose testimony or information the AHA or its management relies; and

(4) A decision based solely and exclusively upon the facts presented at the formal hearing.

B. Prior Decision in Same Matter: The hearing officer may render a decision without proceeding with the formal hearing if they determine that the issue has been previously decided in another proceeding, including a prior AHA Informal Settlement Conference...

C. Failure to Appear: If the complainant fails to appear at a scheduled formal hearing, the hearing officer, upon some showing of cause from failure to appear, may make a determination that the party failing to attend has waived the right to a formal hearing. In such event, the hearing officer shall notify the complainant and the AHA of the determination.

The failure to attend a formal hearing shall not constitute a waiver of any right for which the complainant may have to contest the AHA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief: At the formal hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the AHA must sustain the burden of justifying the AHA's action or failure to act against which the complaint is directed.

E Informality of Hearing: The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

F. Orderly Conduct Required: The hearing officer shall require the AHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Formal Hearing: The complainant of the AHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the formal hearing. Any interested party may purchase a copy of such transcript.

H. Accommodation to Handicapped Persons: The AHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, reader, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision: The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

(1) A copy of the decision shall be sent to the complainant and the AHA. The AHA shall retain a copy of the decision in the complainant's tenant file.

(2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the AHA and made available for inspection by any prospective complainant, his representative, or hearing panel or members.

B. Binding Effect: The written decision of the hearing officer shall be binding upon the AHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the AHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

(1) The grievance does not concern the AHA action or failure to act in accordance or involving the complainant's lease, or AHA's regulations, which adversely affect the Complainant's rights, duties, welfare or status, or

(2) The decision of the hearing officer is contrary to applicable Federal, State, or local law, regulations or requirements of the annual contributions contract between HUD and the AHA.

C. Continuing Right of Complainant to Judicial Proceedings: A decision by the hearing officer or Board of Commissioners in favor of the AHA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affects in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

XII. NOTICES:

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the complainant's household, (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail, or (3) on the third day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

XIII. MODIFICATION

This grievance procedure may not be adopted, amended or modified except by approval of a majority of the Board of Commissioners of the AHA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any change proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to tenants and resident organizations, if any, setting forth the proposed changes and providing any opportunity to present written comments. The comments submitted shall be considered by the AHA, before final adoption of any amendments hereto.

XIV. MISCELLANEOUS

A. Captions: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice: If a tenant has filed a request for grievance hearing hereunder in a case involving the AHA's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds the AHA's action to terminate the tenancy, the AHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to complainant. At the discretion of the AHA, the AHA may await the outcome of the grievance process set out herein before commencing an eviction action.

20.6 BOARD OF COMMISSIONERS COMPLAINT POLICY

According to the Grievance Policy and to pertinent Federal Regulations, the AHA Board of Commissioners can and will only properly consider grievances if they have already progressed through the formal grievance hearing and if the grievant requests the Board to overturn the formal hearing officer's ruling on the grievance.

Matters which are determined by the Board to be emergencies or determined by the Board to be policy matters may be, at the Board's discretion, presented directly to the Board at its monthly Board meetings through the public comment mechanisms but may also be brought to the attention of the AHA staff and Board through the grievance process if the resident or other affected party chooses or the Board so directs.

All complaints about or comments concerning AHA personnel shall be presented in writing to the Board Chairperson for distribution to and proper consideration by the Board of Commissioners in Executive Session. The Board, in its discretion, may choose to hear testimony concerning personnel matters brought to its attention in a written complaint but will do so only in Executive Session.

The regularly scheduled Board of Commissioners meetings are required by the freedom of information act to allow for public comment. The AHA and the Board of Commissioners are allowed to stipulate certain requirements as they relate to the public comments. As such, the AHA will limit all public comments to three (3) minutes in total length. No individual, without the express approval of the Chairman of the Board of Commissioners will be allowed more than a total of three (3) minutes to speak. All comments must be related to items that are on the meeting agenda. The Board of Commissioners will not hear public comment related to items not on the agenda. All items that are not related to the stated meeting agenda must be placed in writing and delivered to the Executive Director of the Chairman of the Board of Commissioners.

20.7 PET POLICY

DEFINITION

For the purpose of these rules, “pet” is defined as a domesticated small animal traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to: dogs litter box-trained cats, birds (specifically parakeets, canaries, or finches), small caged rodents (i.e., hamsters, gerbils, and guinea pigs), fish and turtles. Exotic animals are not considered “pets”. These rules, in compliance with federal regulations, distinguish cats and dogs from other pets as “fur-bearing” animals. Except where otherwise indicated, these rules apply principally to dogs and cats. “Pet” means dogs (excluding, but not limited to Pit Bulls, Rottweilers, Greyhounds, Dobermans and Afghans), cats, parakeets, canaries, finches, hamsters, guinea pigs, fish and turtles (ferrets are considered exotic animals). These rules, in compliance with federal regulations, distinguish cats and dogs from other pets, as “fur bearing animals”. Snakes, reptiles and other animals are not included in this definition and are specifically excluded by the AHA. The AHA reserves the right to reject an animal considered as a “pet” that may cause interference with peaceful environment of the development.

PET RESTRICTIONS

No more than one fur-bearing pet is permitted in an apartment. There may be no more than two birds or small caged animals per apartment. No limit is placed on the number of fish; however, the size of fish tank may not exceed 10 gallons. Guests are not permitted to bring any type of pet onto the premises.

LOCATION OF PETS WITHIN THE BUILDING

Pets shall not be brought into public lobbies, laundry rooms, and storage areas, dining areas or other public gathering spaces. When dogs or cats are moved through the building, they must be moved from the resident’s apartment to the outside exit.

SIZES

Dogs shall weigh no more than 20 pounds at the time of maturity and stand no more than 20 inches at the shoulder. Pets acquired as puppies shall be understood to mature at the height and weight not to exceed these height and weight restrictions. American Kennel Club's standards shall determine the height and weight after maturity of the breed. A non-documented animal will be assumed to mature to that size which has been determined by veterinarian evidence to the Management in a signed letter.

LICENSURE AND TAGS

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and a tag bearing the owner's name, address and telephone number. All licenses and tags must be current.

ADMISSION/REGISTRATION

Every dog and cat must be registered with management upon admission and, thereafter, annually on the resident lease expiration and recertification date. Registration of dogs and cats requires proof of current dog or cat licensure, including, but not limited to feline distemper shots. Dogs shall have certifications of appropriate inoculations for heartworm, parvo and rabies, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered is required prior to admission. Proof of liability insurance, evidence of a flea control program and verification of alternate care-takers are also required as discussed below.

Prior to admittance of a pet into the facility, residents will be required to complete the pet registration form and sign the Lease Addendum pertaining to pets. All pets must be registered.

As part of the application the applicant shall acknowledge and agree that Management has the right to refer cases of pet abuse or abandonment to the appropriate Humane Society or other agency and the AHA and its representatives shall be held harmless for such referral made in good faith.

Applicants are encouraged to review and complete the appropriate form for estimating the costs of pet ownership prior to acquiring a pet.

Any change in pet will be treated as a new pet, and the permission procedure must be initiated and approval obtained once again before the new pet is allowed on the property.

ALTERING

Female dogs and cats over six months must be spayed, and males over eight months must be neutered. Dogs and cats cannot be admitted until they are old enough to be spayed or neutered.

LIABILITY

Residents owning pets shall be liable for the entire amount of all damages caused by their pet and all cleaning, flea control and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Development caused by their pet. (Resident's will hold AHA, owners of the development and its employees harmless and indemnify them from any and all claims arising directly and indirectly from any injury or damage as a result of pet ownership.) Pet owners are encouraged to obtain liability insurance. Pet liability insurance can be obtained through most insurance agents and companies. It can also be included in renter's policies. At the discretion of the Executive Director or his designee, any owner with an aggressive breed or an animal perceived as such, may be required to obtain insurance.

PET DEPOSIT

Each dog and cat owner must provide a pet security deposit in the amount of $200.00 in addition to the standard rental security deposit. This deposit shall be maintained in a separate account as provided for by state law and HUD regulations for the maintenance of security deposits. The amount of pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains and damage. This fee also reflects the average pet deposit required by apartment facilities in the market area that permit pet ownership.

SANITATION

Dogs and cats are required to be "house-broken". Cats must be litter-box trained. Dogs must be able to exercise outside the building. Management shall designate a space or spaces to be used exclusively for the purpose of exercising dogs. Pet owners shall be responsible for the immediate cleanup of feces after the exercise of their dog. Resident dog owners must place the waste feces in a plastic bag, securely tie and deposit it in designated outdoor trash receptacles. Cat owners shall place "kitty litter" waste in a plastic bag, tie securely, and drop it in specified outdoor trash receptacles. "Kitty-litter "waste <u>may not</u> be disposed of down any garbage chute.

FLEA CONTROL

Upon admission of a pet, the pet owner shall file with Management, proof that a flea control program acceptable to Management will be maintained for a fur bearing pet. Thereafter, the owner of the fur-bearing pet shall file at intervals determined by Management proof that the pet and/or the apartment is being sprayed for fleas by an accredited exterminator or as recommended by an exterminator.

NOISE

No pet may make noise which disrupts other residents. Barking and/or whining dogs and crying or "caterwauling "cats will not be considered acceptable pets.

PET BEHAVIOR

No pet that bites, attacks, or demonstrates other aggressive behavior toward humans or other domesticated animals may be kept.

LEASHES

Dogs and cats shall be on hand-held leashes no longer than 5 feet in length under the control of a responsible individual at all times outside the confines of the pet owner's apartment.

ALTERNATE CARETAKER

The pet owner must supply the name of a pet sponsor who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume alternate caretaker responsibility is required. It is the responsibility of the pet owner to inform the management of any change in the name, address or telephone number of the person designated as alternate caretaker. Any expenses relating to alternate caretaker are the responsibility of the pet owner.

In cases of emergency, when management is unable to reach the alternate caretaker, the pet owner agrees to allow management to place the pet in an appropriate boarding facility with all fees and cost borne by the pet owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with the holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.

The resident pet owner absolves Management and/or its agents of any and all liability, financial or otherwise, for actions taken on behalf of the pet owner, or the well-being of the pet.

SICK OR INJURED ANIMALS

No sick or injured pet will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the pet's ability to live in an apartment situation. Acceptance, regardless of documentation and consultation, is the prerogative of the Management. Admitted pets which suffer illness or injury must be immediately taken for veterinarian care at the resident pet owner's expense.

RULE ENFORCEMENT

Any tenant who receives three letters of violation of these pet rules and a letter of intent describing these violations from Management may be required, after private conference, to remove the pet from the premises and provide management with a signed affidavit stating that the pet is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting that an offending pet be removed forthwith in situations deemed to be of an emergency nature. In such instances, Management will act as specified in the section on "Alternate Caretaker" in removing a sick, diseased, or injured and/or aggressive animal.

ASSISTANCE ANIMALS AS A REASONABLE ACCOMMODATION

Assistance animals assist, support, or provide service to a person with a disability, or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. They perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items

- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for person with disabilities are not considered pets, and thus, are not subject to the size restriction or the payment of a pet deposit.

APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the AHA approve a reasonable accommodation in accordance with the policies contained herein. The assistance animal must not pose a threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation or there is reliable objective evidence that the animal would cause substantial physical damage to the property of others. The AHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability. Unless there is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation or there is reliable objective evidence that the animal would cause substantial physical damage to the proper of others, refusal to permit the assistance animal would be a violation of Section 504 of the Rehabilitation Act and the Fair Housing Act.

COURTESY

Pets can be therapeutic for those who enjoy, own and care for them. However, pets can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Owners must exercise common courtesy to other residents and AHA staff in dealing with your pet.

COMPLAINT PROCESS

Management has established a system for handling complaints regarding pet ownership. Management will give the pet owner written notification of a pet rule violation or complaint and will give the owner an opportunity to correct the violation.

The pet owner has the opportunity to meet with management within ten days of written notice to discuss the violation. If the violation is not adequately resolved, management may initiate action to remove the pet or terminate tenancy. Any pet owner with a past history of not being a responsible pet owner for example; has not followed the pet policy rules, or has had a pet removed for violations of the pet policy, will not be allowed to obtain another pet.

VISITING ANIMALS

These rules pertain only to residents and resident pet owners. No visiting pets are allowed, with the exception of animals through an approved pet therapy program or a disabled visitor requiring an animal as a reasonable accommodation.

MANAGEMENT'S DETERMINATION FORM

Management will be required to complete the management's determination form. This form will be used to determine whether the pet should be admitted into the building. Management reserves the right to prohibit the admission of any pet in cases where it determines the pet or pet owner will not be able to meet the requirements of these pet rules.

LEGAL OBLIGATIONS

The State of Illinois and the City of Aurora have many laws relating to dogs and cats. The following is a list of main requirements.

1. All dogs and cats must wear a license (available at the City/Village/County Buildings).
2. All dogs and cats must wear a valid rabies tag (available at your veterinarian's office).
3. All dogs and cats must wear a tag with the owner's name and address on it (available through a pet store).
4. All dogs and cats must be leashed and accompanied by the owner or another person at all times when the pet is off the owner's property.
5. You may not knowingly keep a vicious animal.
6. You may not permit your dog to defecate on the public highway.
7. You may not tie your dog or cat so that it can stand on a sidewalk. This means you cannot tie your dog or cat up in your yard so that the pet can reach the sidewalk. Nor can you leave your pet tied outside a store or other building while you go inside.
8. If your dog or cat should bite a person, it must be isolated at a veterinarian's office for ten days for rabies observation.
9. You must provide veterinary care, food and shelter for your pet.

20.8 POLICY AND PROCEDURE FOR EXCLUSION OF INDIVIDUALS FROM AHA PROPERTY

AURORA HOUSING AUTHORITY EXCLUDED PERSONS POLICY
Revised and Adopted June 22, 2009, Board of Commissioners

Attachments are distributed to appropriate staff to utilize:

(1) Trespass Warning Form
(2) Notice of Exclusion Form
(3) Certificate of Service of Notice of Exclusion
(4) Objection Form

This policy is based on a previous finding by the Aurora Housing Authority Board of Commissioners, after a hearing and investigation, to address unlawful or improper conduct by non- residents on AHA property. The purpose of this policy is to set out a procedure allowing certain individuals to be excluded from AHA property, while at the same time protecting due process and equal protection rights of those individuals and residents that may be associated with them.

Summary: Based on this policy, if a non- resident is given a Trespass Warning by AHA staff, or by an Aurora Police Department officer for the types of conduct listed in this policy, the Executive Director (or designee) of the AHA may in his or her discretion place that non- resident on the Excluded Persons List for either one three (3) or then (10) years, depending on the seriousness of their conduct. This time period of being excluded can be extended or reduced at the discretion of the AHA. People who are excluded, and residents they were visiting (if any), will get notice and the opportunity to object in ways set out in this policy. If an AHA resident continues to invite someone who has been excluded onto the property, the resident may be evicted. All of the specifics in this policy, below, are included for the purpose of providing all parties involved with fairness and knowledge of how this policy and exclusion works, as well as of how to object to exclusion.

Lease: This policy is referenced in the AHA dwelling lease, at Par. 8 E., for all AHA residents and is for the benefit of AHA residents as follows: "**Excluded Persons**. The AHA has the right to exclude individuals from its property in accordance with its "Excluded Persons Policy" which is incorporated in the AHA Admissions and Continued Occupancy Policy and SAFE HOUSING POLICY. You must inform your guest(s) of all AHA rules, regulations, and policies. If AHA rules, regulations, or policies are broken by your guests, they may be excluded from AHA property and/or arrested for criminal trespassing. If the AHA rules, regulations and policies are broken by a resident, it is grounds for termination of tenancy. This applies whether or not the head-of-household or other adult member is present during the offense. The head-of-household is responsible for viewing the banned list which is located in each management office, as well as at the main office located at 1630 W. Plum Street in Aurora IL, and updated as necessary"

This Policy Governs All Actions to Bar Individuals from AHA Property

A person can only be barred by the Authority from AHA in accord with the procedures in this policy. Individuals who are placed on the NO TRESPASS/EXCLUDED PERSONS LIST will be arrested and prosecuted for criminal trespass. In addition, a person may be arrested for trespass and prosecuted for trespass on any day on which they receive a TRESPASS WARNING from AHA staff or the Aurora Police Department (pursuant to the Trespass Agreement between the AHA and the Police Department).

Residents May Still Prohibit People From Their Units. Nothing in this policy limits or affects the right of residents to prohibit, on their own, the entry of certain persons upon their own leased premises.

Application. This policy and procedure, and the authority under it that is granted to the Executive Director and the agents and employees of the AHA apply to all property owned, leased or managed by the AHA.

Discretion of AHA. It shall be the responsibility of the Executive Director and those employees or other persons appointed by the Executive Director or the Board of Commissioners to determine whether any individual or group of individuals is to be barred from entering upon AHA property, in accord with the standards and procedures in this policy.

Definitions: For purpose of this Policy and Procedure, the following definitions shall apply

Appointee: A person appointed by the Executive Director or the Board of Commissioners to carry out his policy;

Board of Commissioners: The Chairperson and Board of Commissioners of the AHA;

CFR: Code of Federal Regulations;

Executive Director: The Executive Director of the AHA;

AHA: The Housing Authority of Aurora, Illinois;

Objection: The written opposition to a NOTICE OF EXCLUSION, or the substance thereof;

Objector: The individual who files an objection;

Parties: Includes the AHA, Residents, Objectors and Complainants;

Resident: Any adult person (or minor where context indicates) lawfully residing in an AHA unit; and

Aurora Police Department: City of Aurora Department of Police, inclusive of its officers and employees.

Causes for Excluding Individuals from AHA Property. There are two divisions of conduct for which a person may be barred. Division I results in being excluded for a longer period of time because the listed conduct is generally more serious.

DIVISION I CONDUCT

1. The sale, manufacture distribution, or possession with intent to deliver an illegal drug irrespective of location, or the use, or possession of a controlled substance, illegal drug, or drug paraphernalia on or within 300 feet of AHA property.

2. The unlawful use of, unlawful threatened use of, or possession of weapons, firearms, or explosive on or within 300 feet of AHA property.

3. Inflicting bodily harm to or the threat of bodily harm to a resident, employee, or authorized agent of the AHA, or to police, law enforcement or to any individual or group of individuals on or near AHA Property.

4. Robbery, burglary, or commission of a serious crime or felony against the person or any resident, AHA employees, or any other individual or group of individuals.

5. The violation of a TRESPASS WARNING OR NOTICE OF EXCLUSION issued hereunder, or any term or condition of exclusion imposed hereunder; the period of a subsequent exclusion issued pursuant hereto shall commence immediately on the termination of the prior exclusion.

6. Repeated conduct which materially threatens the health, safety, or right of peaceful enjoyment of the property of residents or employees of the AHA.

7. Criminal or seriously disruptive conduct deemed by the AHA to be dangerous and threatening to the health, safety, or right of peaceful enjoyment of f property by residents or employees of the AHA, to a degree warranting exclusion under Division I.

8. Violation under Division II by a person previously excluded by AHA

9. Violation under Division II based on a recommendation by the Aurora Police Department specifying its reasonable basis to believe the conduct was in furtherance of gang-related activity.

10. Violation under Division II in furtherance of or in connection with additional conduct that also is in violation under Division II.

11. A repeated violation under DIVISION II.

DIVISION II CONDUCT

1. The willful destruction of or damage to property of the AHA, residents, employees, by any other individual or group of individuals on AHA property.

2. Commission of or participation in the commission of Disorderly Conduct, as defined by the Illinois Criminal Code or commission of conduct which materially disturbs the peaceful enjoyment of the premises of residents or AHA staff.

3. Other activity which, whether committed by a resident or nonresident, violates provisions of (a) the AHA lease, (b) AHA Admissions and Continued Occupancy Policy or (c) 24 C.F.R. as it relates to public housing and the provision of safe, decent and sanitary housing.
4. Conduct which threatens the health, safety, or right of peaceful enjoyment of the property or residential premises of resident or employees of the AHA.
5. Violation of a “Trespass Warning” given under this policy.

HOW SOMEONE IS EXCLUDED- The process for someone to be barred/excluded from AHA property begins with the person receiving a “Trespass Warning” by either AHA staff or the Aurora Police for conduct that falls into the categories of Division I and Division II, above. The Executive Director receives these Trespass Warnings and, based upon his or her discretion, may place the person who received the Trespass Warning on the Excluded Persons List.

Trespass Agreement Procedures. The AHA and the Aurora Police Department have previously entered into an MEMORANDUM OF AGREEMENT which has been force for some time, whereby officers of the Aurora Police Department are authorized as agents of the AHA with respect to directing that individuals leave AHA premises for engaging in conduct listed in Division I and Division II and thereafter enforcing the trespass after warning criminal statute against such persons if they refuse to leave or return. This Excluded Persons Policy shall be separate from the trespass agreement procedures and shall supplement them.

Trespass Warning. Officers of the Aurora Police Department or AHA staff may provide an individual, due to their conduct set out in Division I and/or Division II, with a "TRESPASS WARNING." The form of such warning shall be in quadruplicate and shall be produced in accordance with a copy of the Trespass Warning attached to this policy. The warning shall inform the individual of:

1. The location of the conduct;

2. That the individual must leave the described AHA premises,
3. That if the individual refuses to leave, he/she will be arrested for criminal trespass AND that if the individual returns to the property, he/she will be arrested for criminal trespass;
4. The reason for the warning;
5. The Police Report Number, if any;
6. The name and address of the tenant visited, if any;
7. The identity and address of the individual and other identification information, to the extent available;
8. The signature of the officer or AHA staff personally giving the warning to the individual;
9. A statement that AHA has the right, in its discretion, to exclude persons from its property who have received such trespass warnings under its "Excluded Persons Policy", whether or not the individual is invited by a tenant to the premises; and
10. Indication that a copy of the TRESPASS WARNING was given to (a) the individual, (b) the police, (c) AHA management and the (d) tenant the individual was visiting, if any.

Service by Aurora Police Department of Conditional Exclusion/Bar Notice. Officers of the Aurora Police Department or AHA staff may provide an individual, due to conduct set out in Division I and/or Division II with a "Conditional Notice of Immediate Placement on AHA's Excluded persons List" at the same time as their initial Trespass Warning, as follows:

1. A "Conditional Notice of Immediate Placement on AHA's Excluded Persons List" may only be given if the Officer or AHA staff determines that the individual's conduct is significantly dangerous or disruptive to the Aha premises and/or significantly contributes to unsafe conditions or ongoing criminal or dangerous enterprises, so that it is necessary for the individual to be prohibited from AHA premises immediately and at all times until the AHA makes a final discretionary determination under this policy to bar a person based on the trespass warning issued to them.
2. The "Conditional Notice of Immediate Placement on AHA's Excluded Persons List may only be given at the same time as a Trespass Warning that is otherwise in compliance with this policy.
3. The "Conditional Notice of Immediate Placement on AHA's Excluded Persons List" must be in the format attached as Exhibit one, and must advise the individual of their due process righ5ts under this policy, which are the same as under a final determination by AHA to Bar a Person.
4. The Trespass Warning and "Conditional Notice of Immediate Placement on AHA's Excluded Persons List" must both be provided to the AHA in accord with this policy so that the AHA may determine whether to place the person on AHA's Excluded Person's list.
5. The Officer or AHA staff will make reasonable efforts to obtain the individual's address and provide it to AHA for purposes of later required communications.

Discretionary Determination by the AHA to Bar a Person

Based On The Trespass Warning Issued To Them Determination. If the AHA receives a copy of a TRESPASS WARNING, the Executive Director, or other duly appointed employee or agent, shall based upon the best information available, make determinations as to whether: (a) there is sufficient reason to believe that the alleged conduct occurred; (b) that the perpetrator thereof has been adequately identified and provided with the TRESPASS WARNING, and (c) that the conduct fails within Division I or Division II "Conduct" as set forth above. The AHA shall consider recommendations from the Aurora Police Department, but shall not be bound by such recommendations and shall act solely on its own in making these determinations. If the AHA receives a "Conditional Notice of Immediate Placement on the AHA's Excluded Persons List" and corresponding Trespass Warning from an Aurora Police Department Officer of AHA staff, the AHA will still make the determination to bar as set forth above, in the same manner. If the AHA in its discretion determines not to place the individual who received a "Conditional Notice of Immediate Placement on the AHA's "Excluded Persons List", the AHA must, based on the address provided for the individual, send a letter to the individual advising them that, following their Conditional Notice and review by the AHA, they were not placed on the Excluded Persons List.

Upon the making of these determinations, the Executive Director or other duly appointed employee or agent, may place such individual on a "NO TRESPASS/EXCLUDED PERSONS LIST."

Individual Receives Notice. The AHA shall send notification of placement on the list to the police department, the tenant whom the individual was visiting (if any) and the last known address of the individual, either obtained from the TRESPASS WARNING form or from the Aurora Police Department or other reliable source.
The Form of The Notice of Exclusion: The notification shall be in the form of the Notice of Exclusion, attached to this policy and the notice of placement on the NO TRESPASS/EXCLUDED PERSONS LIST shall include the following:

Name: The Notice of Exclusion shall be directed to the person or persons to be excluded and a copy sent to the tenant they were visiting, if any. A copy shall also be sent to the Aurora Police Department;

Complaint: The Notice of Exclusion shall describe the alleged objectionable conduct and give the date, as nearly as possible, or the alleged occurrence;

Rights: The Notice of Exclusion shall inform the recipient of the rights hereunder of a resident or subject of exclusion to object to the bar action and to an informal hearing and of the right of a resident thereafter to a formal hearing (non -resident subjects of exclusion do not have a right to a formal hearing);

Effective Date of Exclusion: The Notice of Exclusion shall indicate that the effective date of the exclusion/no trespass is two days from the mailing date.

Inform of Effect: The Notice Of Exclusion shall inform the alleged perpetrator that he, she, or they, may not enter upon AHA property and premises within any project managed by the AHA, specifically identifying all AHA public housing development sites and referring to scattered sites generally and that if the perpetrator shall enter upon any of those premises during the term of the bar, such entry shall be deemed to be criminal trespass and will subject the entrant to criminal prosecution.

Form of Notice: The Notice of Exclusion shall be in writing, signed by the Executive Director, or other person duly authorized for the AHA, and may be substantially in the form appended hereto as item three, and the same is hereby approved and adopted.

Service of Notice: The NOTICE OF shall be served upon the person or persons to whom it is directed, at the least, by mailing a true copy thereof to such person or persons to the address on the TRESPASS WARNING form, or to an address for the subject of exclusion provided by the Aurora Police Department or other reliable source. IT IS SPECIFICALLY RECOGNIZED THAT THE

TRESPASS WARNING form, alone, is sufficient to notify an individual subject to this policy that his/her future presence on AHA premises will be a criminal trespass and subject that person to arrest and criminal prosecution.

Certificate of Service: The person serving the NOTICE OF EXCLUSION shall certify to this mailing in writing, on the form attached as item three to this policy; failure to make such certification of service or to return same to the AHA shall not invalidate the service; return of service, certified as herein directed shall constitute prima facie evidence that the person so certified to have been served was in fact so served.

The Effect of Exclusion. No person shall enter upon the property or premises of the specified housing project, managed by the AHA, after the effective date of the NOTICE OF EXCLUSION.

Term of Exclusion The term of exclusion shall be ten (10) years for conduct listed in DIVISION I, and three (3) year for conduct listed in DIVISION II, or such lesser time as may be imposed upon conclusion of an informal conference provided for herein, or upon other disposition in the event of further appeals.

Extension of Term. The term of either of Division I or Division II Exclusion may, with service of another Notice under this Policy, be extended by one or more successive one year terms, at the discretion of the AHA.

EXCLUDED PERSONS/ AND AFFECTED RESIDENTS MAY OBJECT AND BE HEARD

Objections. Any person who is served with a NOTICE OF EXCLUSION under this policy, and any resident of any project managed by the AHA, shall have the right to object to such action so taken by the AHA by filing an objection or notice in accordance with this section. BY PROVIDING NON RESIDENT SUBJECTS OF EXCLUSION WITH A RIGHT TO FILE AN OBJECTION AND PARTICIPATE IN AN INFORMAL HEARING, THE AHA IN NO WAY ACKNOWLEDGES ANY PROPERTY RIGHT OR ANY LEGITIMATE INTEREST IN SUCH PERSONS TO BE PRESENT ON AHA PROPERTY AFTER RECEIVING A TRESPASS WARNING AND/OR BEING PLACED AT THE DISCRETION OF AHA MANAGEMENT ON THE NO TRESPASS/EXCLUDED PERSONS LIST;

Form of Objection. The objection shall be in writing and signed by the objector and shall list a mailing address where notice of hearings may be sent to the objector;

Filing Objections. The objection must be filed within ten days of the day the bar is to become effective under the terms of the NOTICE OF EXCLUSION served and under the terms of this procedure. The Exclusion shall remain in effect pending disposition on the objection.

Place of Filing Objections. The objection must be filed during office hours maintained by the AHA, with any office personnel at one of the AHA project offices (Eastwood, Southwind, Indian Trail, Maple Terrace, Centennial House)

Forms Available. The AHA shall make written forms available for this purpose and shall upon request assist persons who wish to file an objection. The objection forms furnished may be substantially in the form appended hereto as item four.

CONFERENCE & HEARING ON OBJECTION

Notice of Hearing. Each person who has timely filed an objection to the Notice Of Exclusion shall be given a written notice, mailed or delivered to the address specified for such mailing in the objection, or by delivering same personally to the objector at any location; the date and time of the hearing shall be specified on the notice, which date shall be not less than ten (10) days from date the notice is mailed or delivered. The notice shall inform the objector of the right to bring witnesses, and the option of being accompanied by counsel.

Change of Address. It shall be the responsibility of the objector to notify the AHA, in writing, of any change of address where the objector desires that his or her notice be sent, for all purposes under this procedure.

Conduct of Hearing. The hearing shall be conducted by the Executive Director or appointee as an informal conference as provided in the AHA Grievance Procedure, with the following additional requirements:

1. The Executive Director or appointee shall preside;

2. The Objector or the AHA may request the attendance of the pertinent Aurora Police Department officer or AHA staff upon due notice;

3. All parties may present witnesses or other evidence, and their own statements to refute any allegation made or to sustain their respective positions, and all persons shall be afforded full opportunity to be heard, as to the facts and as to their position:

4. Witnesses need not be sworn and no stenographic record is required.

Consolidation. In the event more than one objection is filed pertaining to the same person or group who has received a Notice of Exclusion, and which involved the same incident, all objections shall be consolidated and heard together at the informal hearing.

Disposition. Upon conclusion of the informal hearing, the AHA may take any of the following actions, as shall be appropriate:

1. Based upon the evidence or lack thereof, the Exclusion Notice may be rescinded and the individual taken of the NO TRESPASS/EXCLUDED LIST;
2. Based upon the evidence, and all relevant factors, the Exclusion may be upheld for the term stated in the Notice, or for a shorter term;Based upon the evidence, and all relevant factors, such as, but not limited to, hardship to a particular resident, the Exclusion term may be shortened, or deferred upon conditions, or modified to avoid or lessen hardship when the circumstances indicate that this can be done without reasonable risk of injury to or interference with residents and damage to property, because of commitments made by the parties and conditions imposed.

Written Decision. Within a reasonable time after the informal hearing, the AHA shall give its decision in writing, which shall summarize the hearing, specifying the names of the participants, the date of the conference and hearing, the nature and specific terms of the disposition of all the objections with the specific reasons for the disposition. A copy of the decision shall then be mailed to each objector and to each complainant.

APPEALS: Only Residents affected by an Exclusion May Appeal an Informal Hearing (A resident may be affected by exclusion if the excluded person is a friend, associate, or relative of the resident).

Request for Review Hearing. Any resident affected by the decision of an Objection under this policy who is not satisfied with the disposition made, may submit a written request for a hearing to the AHA or project office within five days of the decision, in which case, the proceedings shall then be in accordance with the AHA Grievance hearing concerning formal hearing. Non-resident subjects of exclusion do not have a right to a formal hearing under this policy.

POST EXCLUSION DISCRETIONARY RELIEF

Application for Discretionary Relief. At any time after an exclusion becomes effective, whether or not an appeal is pending, the individual barred and any resident may apply in writing to the Executive Director or appointee for discretionary relief from the terms of the bar. Such applications shall be responded to in writing in a reasonable time.

Discretion of Executive Director. The decision to terminate, shorten, condition, or modify the exclusion, shall be within the sound discretion of the Executive Director, or appointee, taking into account the circumstances as they then exist, probable risks to the persons or residents, employees, law enforcement officers and to property of residents and the AHA, and the over-all effect upon law enforcement, safety, and order in any of the AHA projects, any commitments made by persons barred or residents, the apparent sincerity and feasibility thereof, and any hardships occasioned by the exclusion.

Termination of Exclusion by AHA. When circumstances have so changed, that an exclusion is of no further practical value to promoting safe and decent conditions to the residents, the AHA, upon its own volition, may, through its Executive Director or appointee, or the Board of Commissioners, terminate the exclusion against any individual.

EFFECT ON TENANCY OF CONTINUAL VIOLATION OF EXCLUSION.

If, after a person has been placed on the "The Excluded Persons List" and a resident of AHA continues to invite an excluded person on the premises thereby materially contributing to the trespassing of such individual on AHA premises, such tenant may be in material violation of their rental agreement and may be subject to eviction, at the discretion of the AHA. It is the responsibility of the resident to check "The Excluded Persons List" at each management site Office. This list is updated as appropriate or when new persons are added or when others are omitted from the list.

20.9 PUBLIC HOUSING HOUSEKEEPING

The AHA is committed to providing decent, safe and sanitary housing to residents as specified in the AHA Dwelling Lease Agreement (Section 7, (A), (B), (C), (D), (E), (H) & (I). In order to do this, residents are charged with maintaining clean and healthy environments. A clean and healthy environment is one that is free from debris and litter (interior and exterior), free of fire hazards and free of conditions that pose a threat to the physical well being of other residents. By maintaining quality living standards the Authority is able to provide decent homes at affordable rent while keeping operating costs down. If a tenant has a handicap or disability that will prevent him/her from maintaining the unit, yards and grounds in a safe and sanitary manner, the tenant will be responsible for notifying the AHA so that reasonable accommodations may be considered and provided. Housekeeping shall always remain the responsibility of the tenant.

To ensure that residents live in a safe and sanitary environment, inspections will be completed annually by the Property Inspector.

The inspections will entail and inspection review of the:

AREA:	SHOULD BE:
Cabinets	Free of unwrapped foods, crumbs, and litter.
Floors	Cleaned (mopped) and swept.
Furnace Area	Free of debris and clutter.
Grounds/Yards	Neat, clean, regularly mowed (if applicable), leaves raked, paper and trash picked up.
Refrigerator	Clean and defrosted.
Smoke & Carbon Monoxide Detectors	Working order, no missing batteries
Storage Shed	Free of debris and clutter.
Stove	Clean of debris and grease.
Trash	Properly disposed of in trash bags, trash cans, and a must for single family homes and large pieces of debris (washer, dryer, mattresses) discarded properly, use of City stickers when applicable.
Walls	Clean and free from splatters, and hand prints, pencil and crayon markings.
Infestation	Units free of pest infestation & clutter controlled

II. Violations & Corrective Actions

If an emergency situation is found, violations are noted, tenants will be given 24 hours to remove, clean or improve the conditions(s) as noted in the housekeeping/inspection report.
For non-emergency situations, 48 hours will be given to resolve them. A written notation will be included in the resident's file. If a tenant does not correct the deficiencies noted within the above time frame, the following will occur:

A. FIRST OFFENSE-COUNSELING SESSION

A counseling session with the Property Manager is given upon discovering (in 24 or 48 hours) that violations have not been corrected. The Property Manager will discuss with the tenant the need for immediate housekeeping improvement, training or assistance. The tenant can also hire someone to clean the unit at their own expense or seek other outside assistance A written notation will be included in the tenant's file. The tenant will be scheduled for a follow-up inspection at a given a date and time within two weeks from the date of the second session. If improvement is noted and the unit passes the inspection, no further action is required.

B. SECOND OFFENSE-INITIAL PROBATION WITH SCHEDULED FOLLOW-UP INSPECTION.

If at the follow-up inspection, it is discovered that no improvement is shown and the unit does not pass inspection, the tenant will be given 30 days to improve housekeeping enough to pass inspection. At the end of the 30 day period, another inspection will be scheduled. If the unit fails inspection, the tenant household will be served with a 30 Day Notice of Termination.

C. INFORMAL & FORMAL HEARING PROCESS

If the tenant is placed on extended probation and disagrees with the failed inspection rating, the tenant has the right to request an informal settlement conference. The request must be received in writing, within five (5) days of the receipt of the Notification of Extended Probation. The request should be addressed to: Public Housing Program Manager, 1630 W. Plum St., Aurora, IL. 60506. Once the tenant is served with a 30 Day Notice, they are afforded all rights under the AHA grievance process.

20.10 POLICY ON OPENING UNITS TO CHECK ON THE WELFARE OF RESIDENTS

All requests to check on the health and welfare of a resident will be considered by AHA staff on a case by case basis. If such a request is approved, a staff person will contact the Aurora Police Department and request that an officer meet them at the unit. The officer will then be allowed access to check on the resident. The reason for this policy is to protect the privacy and property of residents. Requests to open units for emergency personnel such as paramedics, firemen, and police officers will be honored immediately with no approval necessary. The only time AHA staff may enter a unit without prior notice to the resident is to perform requested or routine maintenance work order, allow access to contractors to perform needed work or to check on a possible emergency situations; i.e., fire, gas leak, smoke detector sounding, etc.. When it is determined that a resident has passed away, only emergency personnel will have access to the unit until such time as the unit is released by the Aurora Police Department or the Kane County Coroner's office. After that time, no one will be allowed into the unit unless approved by the AHA management department.

20.11 TENANT PARKING POLICY

<u>PURPOSE</u>

In order to provide adequate parking for all AHA tenants at each complex site, individual parking stickers must be issued for each resident at every site and that only AHA tenants of each site will be allowed to park in the site parking areas.   Visitors will be required to park in the designated visitors parking locations at each site or on the public "street" parking nearby. Any improperly parked, parked without proper vehicular identification, non-operable or abandoned vehicles will be towed at the owner's expense.

The towing of vehicles will be conducted by a licensed and properly registered local towing firm which will strictly adhere to all State and local requirements. If, the owner wishes to retrieve their vehicles from the towing firm impound lot, it will be exclusively at the owner's expense.

All State and local requirements for the removal of motor vehicles will be adhered to by the AHA (according to Illinois Revised Statutes, Chapter 95 ½ Section 4-203 Vehicle Code.)

GUIDELINES

1. Parking in AHA complex parking areas will be restricted to tenants with valid parking stickers only, employees or representatives of the AHA while conducting AHA business.

2. All tenant vehicles must be registered in writing with the AHA. This registration information will include:

   The tenant name and address, home & work telephone numbers, year, make, model and color of vehicle, plate number, and a copy of the current driver's license. This information can be found on the vehicle registration card used to obtain license plates. Proof of insurance in the name of the resident must be provided at time of registration, a copy of a valid driver's license, and a copy of the vehicle registration card. All tenants must maintain current valid license plates and required mandatory insurance for the vehicle in accordance with State law. All of this information must be updated annually during the reexamination process. By doing so, residents will receive an updated parking sticker annually.

3. The tenant will be required to register their vehicle during the admissions process by completing forms and with the Housing Manager at each complex when changes in vehicle ownership occurs. Tenants must update all information during their annual reexamination.

4. Each properly registered vehicle will be issued an AHA parking sticker for their site which must be displayed on the right side of the rear window of the vehicle. For those residents with tinted windows, the sticker can be displayed on the front windshield passenger's side. All vehicles with an AHA parking sticker for their site must park "head in only" (no backing into a parking spot). Vehicles backed into a parking spot will be considered to be an illegally parked vehicle.

5. One parking sticker will be issued for each unit, unless special arrangements have been made with the AHA. (Each request in writing, for an additional parking sticker will be reviewed and evaluated and a response in writing issued to the tenant).

6. All unauthorized or illegally parked vehicles will be towed at the owner's expense from any AHA complex parking area. Vehicle tows may be requested by AHA staff or by officers of the Aurora Police Department ("APD"). The AHA has a contract with the APD which allows them to act as agents of the AHA

The following vehicles will be towed:

UNAUTHORIZED VEHICLE: A vehicle without a valid, properly displayed, AHA parking sticker. Note: Any parking stickers that were issued to previous tenants but still displayed will be considered invalid. Those who no longer legally reside on the premises cannot continue to park in spaces marked for residents. They will be considered to be illegally parked unless they are parked in a visitor's parking space and are therefore not subject to being towed..

ILLEGALLY PARKED VEHICLE: Any vehicle, with or without a valid AHA parking sticker, which is parked on the grass, in a fire lane, by a fire hydrant, parked incorrectly or parked in a non-designated parking area.

INOPERABLE VEHICLE: A vehicle that cannot be moved under its' own power after a reasonable amount of repair (i.e., flat tire, minor engine repair, etc.), or has not been repaired or cannot be repaired after it has been inoperable for a reasonable time and/or represents health or safety hazards, as determined by the AHA management.

ABANDONED VEHICLE: A vehicle without a valid license registration displayed or any abandoned, unattended, wrecked, burned or partially dismantled vehicle which is creating a traffic hazard, is not properly registered with a valid, properly displayed AHA parking sticker, or a vehicle which in any way represents a health or safety hazard as determined by the AHA management.

7. All vehicles towed may be retrieved at the towing impound lot. The name of the towing firm and current phone number is listed on the "Tenant Only" parking sign which is located at the entrance of each site parking area.

8. In order to retrieve the impounded vehicle, the owner will be required to pay the towing charge and any additional charge for storage of the vehicle to the towing firm before the vehicle will be released by the towing firm. An owner may pay for any towing or storage charges accrued by use of any valid major credit card or cash.

9. The towing firm shall provide insurance coverage for areas where vehicles towed under the provisions of this policy will be impounded or otherwise stored, and shall adequately cover loss by fire, theft or other risks. The AHA is not responsible for any damage or loss to any vehicle towed or stored under the provisions of this policy, and/or any inconvenience caused to the owner of the vehicle.

Tenants are encouraged to report any unauthorized, illegally parked, inoperable or abandoned vehicles at their site to enable properly registered tenant vehicles sufficient parking spaces. Visitors or guests with vehicles at the housing site should be told to park on the public streets so their vehicles are not towed.

GENERAL CONDITIONS REGARDING VEHICLES AND VEHICLE MAINTENANCE

The following conditions, if violated by the tenant, his/her household members, visitors or guests will be considered lease violations and appropriate action will be taken against the tenant.

Damage caused to the premises, project buildings, facilities or common areas caused by the tenant, his/her household members, visitors or guests, or their misuse of vehicles will be charged to the tenant (this does not include normal wear and tear).

1. No major vehicle repair or maintenance is allowed on AHA premises which will cause a vehicle to remain inoperable for two days or more (example: replacing an engine).

2. No vehicle repair or maintenance is allowed which threatens the health or safety of other tenants or their families, visitor or guests (example: stripping a vehicle for parts).

3. No vehicles are allowed to drive on or be parked on the grass or any area not designed for vehicle use (example: a car parked on sidewalk, dumpster or playground areas).

4. Tenants, household members, visitors or guests are not allowed to consume alcohol or use controlled substances in any vehicle on AHA property (parked or not parked).

5. No vehicle is to be driven excessively fast for conditions or in a careless, reckless or negligent manner, which may result in injury to the drivers, other persons or damage to property.

6. Any damage to AHA property or debris left by a tenant, household member, visitor or guest, which is not repaired or cleaned up by the tenant, will be repaired or cleaned up by the AHA and charged to the tenant's account.

TEMPORARY STICKERS

Temporary stickers are issued for new tenants attempting to obtain the required documents or those purchasing a different vehicle while they are waiting for the required forms or those driving on temporary plates. Temporary stickers issued for the above reasons will be valid for a 30 day period. Temporary stickers issued for short term guests or residents who are temporarily using another person's vehicle will be valid for a two week period.

20.12 AURORA HOUSING AUTHORITY EVACUATION & FIRE SAFETY PLAN

PURPOSE

The purpose of this plan is to establish procedures for fire and other emergency evacuations.

SCOPE

This plan applies to all occupants residing in our elderly/handicapped buildings.
This plan will be incorporated into our Admissions and Continued Occupancy Plan

COMPLIANCE WITH FEDERAL SAFETY ACT OF 1992

Residential properties that receive federal assistance must meet certain requirements of the Federal Safety Act. As federally assisted housing, the Aurora Housing Authority meets these requirements. Our elderly/handicapped facilities have hardwired or battery operated smoke detectors in each unit and in the lobby on each floor. Each elderly/handicapped occupied building has an alarm hooked up to the fire department. Fire extinguishers are located in the hallways and are clearly marked.

EVACUATION OPTIONS

Horizontal evacuation: using building exits to the outside ground level
Stairway evacuation: using steps in the stairwells to reach ground level exits from the building
Stay in Place: fire personnel will determine the necessity for evacuation.

EMERGENCY FIRE PROCEDURES

When an alarm sounds on your floor or area, begin immediate evacuation following this plan.
If you discover a fire, activate the nearest pull station and call 9-1-1 immediately. Always call from a safe location. If the fire is small and you feel confident that you can put it out it with an extinguisher, you may attempt to do so. If the fire is too large or you are uncomfortable or unfamiliar with the proper use of a fire extinguisher, after sounding the alarm, simply close the door and evacuate.

DO NOT ATTEMPT TO USE THE ELEVATOR
ALL NON -IMPAIRED PERSONS MUST EVACUATE IMMEDIATELY
ALL VISITORS MUST ALSO EVACUATE

Evacuate via the nearest stairwell. Do not block/wedge exit doors in an open position. The doors must remain closed to keep smoke out and keep others safe for evacuation including fire personnel. Leaving doors open makes the stairwells dangerous and unusable. Never leave your unit door open. Pursuant to the lease, this is a violation and a fire hazard and violators will be dealt with accordingly.

1. Before opening your door check to see if it is safe to exit.

   A. First feel the door for heat, if it is hot do not open- put a wet towel under door, go to window and call for assistance.

   B. Open the door slowly- if there is too much smoke or fire for safe egress, close the door and put a wet towel under the door then go to window and call for assistance.

   C. If you evacuate and get caught in overpowering smoke or fire, crawl to nearest exit or, if possible, return to your unit, close the door, go to the window, and call for help or hang something from the window to draw attention.

   D. If there is smoke in the hallway, stay low, covering your mouth with a damp cloth or handkerchief, stay close to the wall to guide you. All visitors must also evacuate by following this plan.

2. When appropriate, evacuate by nearest exit.

   A. Before an emergency situation exist, locate your nearest exit and the location of fire extinguishers.

B. Located on each floor by the elevators is the fire escape route. When evacuating, be considerate of others, no pushing or shoving.

If you are <u>not</u> a person with disabilities but cannot leave your unit, go to the window and call for assistance or wave a towel or flashlight..

Everyone who evacuates the building must assemble across the street or in a safe area in front of their building. Remain clear of the building entrance so firefighters are unobstructed. For 1640 Centennial House residents, please assemble at the North end of the parking lot. For 1630 Centennial House residents, please assemble on the grassy area across from the office. Maple Terrace residents can assemble across the street from the building entrances either on the North Ave. or Second Ave. side of the buildings.

If during normal working hours, the property manager will complete a roll-call to account for the safety of all occupants once everyone has evacuated. If the fire/evacuation occurs after working hours, the floor captains will be responsible for the roll-call. Residents can assist them in identifying those whom they know are away from their units and do not need to be evacuated or rescued.

IF YOU ARE A PERSON WITH DISABILITIES AND ARE UNABLE TO SAFELY EVACUATE, STAY IN YOUR UNIT. FIRE PERSONNEL WILL RESCUE YOU IN PLACE.

Do not attempt to leave your unit. You need to request to be listed as someone who requires assistance and the fire department will be alerted and will know that you need to be located and rescued. To be on the safe side, call 911 and notify emergency of where you are located and that you require to be rescued in place.

For false or needless alarms or an isolated and contained fire, a person with a disability may not have to be evacuated. This decision will be made by fire department personnel.

EXPECTATIONS FOR STAFF

Employees must be familiar with these procedures and ensure that all new residents are given a copy of the evacuation plan and Resident Fire Prevention Plan. During normal office hours (8:00 a.m. - 4:30 p.m.), the property managers must assist fire department personnel with the accountability of all residents after evacuation and help identify persons with disabilities to provide for their safe removal in the event of an evacuation. Only trained professionals should evacuate mobility impaired persons. Until emergency responders arrive on the scene, staff will have to block anyone else from entering the building and instruct other occupants on evacuation procedures as necessary.

Fire drills will be conducted on a quarterly basis. It is the responsibility of the property manager to make certain that floor captain's positions are maintained and replaced as necessary. A list of the names of the floor captains should be posted at each site office and updated as necessary.

FLOOR CAPTAINS

If a fire evacuation occurs after normal office hours, before (8:00 a.m. or after 4:30 p.m.), persons from each floor wishing to volunteer are encouraged to assist fire department personnel with the accountability of all residents and to help identify persons with disabilities to provide for their safe removal. Those wishing to do so must identify themselves to their property manager. They may need to instruct other residents on how to evacuate if necessary. However, they should never attempt to evacuate mobility impaired persons.

RESIDENT REQUIREMENTS

Residents are required to take reasonable precautions to prevent fires and to refrain from starting fires or storing flammable material upon the premises. Any resident identified as pulling the fire alarm as a prank, otherwise known as " False alarms" will be subject to paying the cost for the fire department responding.

Pursuant to the Aurora Housing Authority's Dwelling Lease, Section 8: Occupancy of the Dwelling Unit and Tenant Obligations: Tenant agrees to abide by such necessary and reasonable obligations imposed upon Tenants by the Authority's policies, HUD regulations and applicable provisions of building and housing codes. Materially affecting health and safety. F. Tenants are responsible for reporting inoperable items and emergency conditions, i.e.; non-working smoke detectors, missing or broken outlet covers, inoperable exterior or interior doors, etc. Tenants are subject to legal action for removing smoke detectors or carbon monoxide batteries or removing the units from the ceiling or for not reporting inoperable smoke detectors or carbon monoxide alarms. And not to leave their own doors open or use fire doors unless for purposes of an emergency. Non-compliance is a violation of City code and can cause a potential fire hazard.

20.13 AURORA HOUSING AUTHORITY NO SMOKING POLICY

The AHA has an obligation to ensure that residents have the right to live without being exposed to tobacco smoke. The issues involved concern the comfort, health and safety of all residents. Therefore, smoking is not permitted in any AHA public building space. Smoking on AHA property may only be done within a private rental unit or outside, further than 25 feet of a building entrance, doorway, stairs, covered areas or open windows.

Management is responsible for ensuring that residents and visitors comply with this requirement. Non-compliance is a lease violation and will lead to eviction.

Residents wishing to register a complain regarding an incident of noncompliance with this policy should contact their property manager.

20.14 AURORA HOUSING AUTHORITY FREEDOM OF INFORMATION ACT POLICY

It is the intent of The Aurora Housing Authority ("AHA") to be in compliance with the Freedom of Information Act ("FOIA"). The Act requires that records regardless of physical form or characteristics (e.g. tapes, recordings, e-mails, computer print-out, etc.) possessed by or under the control of any public body be made accessible to anyone who wishes to see them, except as otherwise provided in the Act. The Act rests upon the principle of the people's right to know and, therefore, is based on a presumption of access.

The intent as specified in the Act makes clear that as a matter of public policy any person is: entitled to full and complete information regarding the affairs of government and the official acts and policies of those who represent them as public officials and public employees consistent with the terms of this Act. Such access is necessary to enable the people to fulfill their duties of discussing public issues fully and freely, making informed political judgments and monitoring government to ensure that it is being conducted in the public interest.

"This Act is not intended to cause an unwarranted invasion of personal privacy, not to allow the requests of a commercial enterprise, or to disrupt the duly-undertaken work of any public body independent of the fulfillment of any of the aforementioned rights of the people to access to information.

"This Act is not intended to create an obligation on the part of any public body to maintain or prepare any public record which was not maintained or prepared by such public body at the time when this Act becomes effective, except as otherwise required by applicable local, State or federal law."

Under the Act, requests to inspect or obtain copies of public records must be allowed
Unless these records or portions of the records fall within one or more of the exemptions to rights of access. A copy of the FOIA is available at each management site and located at the main office at 1630 W. Plum St., Aurora, IL. 60506.

Inspection of Public Records

Unless otherwise indicated by the Aurora Housing Authority, all public records which are subject to inspection pursuant to the FOIA, will be made available for inspection during normal office hours at the office where those records are maintained which is usually the office located at 1630 W. Plum St., Aurora, IL 60506. Inspection of public records shall be made under the supervision of the Freedom of Information Officer ("FOIO") or his or her designee.

Freedom of Information Officer

The Freedom of Information Officer ("FOIO) designated by the Executive Director, is Beverly Lloyd. Such officer will be responsible for insuring compliance with all provisions of the FOIA. All inquiries made for access to information under the FOIO must be made to the FOIO or will be forwarded to the FOIO. All relevant materials must be turned over for review by the FOIO and consultation with Legal Counsel, if necessary.

If a request is received which appears to be covered by one of the exemptions in the FOIA, the FOIO will consult with Legal Counsel.

Procedure and Form of Request

Requests for public records can be submitted by the requestor in person, by mail or by fax. A suggested Request Form is below, but is not mandatory. These forms can be requested from the AHA at 1630 W. Plum St., Aurora, IL.60506 office. Upon receipt of a request, the request will be forwarded to the FOIO.

Whenever copies are requested, those copies shall be made by the FOIO or his designee. Such copies shall be provided to the requestor as follows: (a) the first 40 pages of black and white standard sized pages are at no cost; (b) all pages exceeding 50 shall require payment in advance of .15 cents per page for black and white standard sized pages. Fees shall be waived if the requestor is a State agency or when the FOIO determines the waiver of fees serves the public interest. Reasonable costs will be assessed for non-standard copies.

The FOIO will respond to all written requests within five (5) business days of receipt. This response will include the time and place where the requested records may be inspected; or if copies of public records are requested, give notice that they are available upon payment of applicable fees.

Compliance with Part and Denial of Part of a Request
When a request is made for public records, some of which are available for public inspection and some of which are not, the FOIO may comply with part and deny part of such a request.

Notice of Additional Time for Compliance
If additional time is needed to respond to a request for public records, the FOIO shall notify the requestor in writing within five (5) days of the reasons for the delay and the date (within 5 days) by which a final response will be forthcoming. The requestor and the AHA may agree to extend the period for compliance beyond 5 days, if needed.

Procedure for Appeal
A requester whose request for public records has been denied by the FOIO may within sixty (60) days of the final denial appeal the denial in writing to the Public Access Counselor's office of the Illinois Attorney General, located at 500 S. Second Street, Springfield, Illinois, 62705.

If the appeal is denied, the requester has a right to judicial review under Section 11 of the FOIA.

FREEDOM OF INFORMATION ACT (FOIA)
DOCUMENT/RECORDS REQUEST FORM

Use this form to request records that are not already available within the public domain.
You may print this form, complete it, sign it and either mail or fax it to AHA Attention: FOIO to the address or facsimile number listed above. You are not required to use this form, a request can be written on personal or business letterhead or on plain bond paper. This form is offered as a courtesy and/or as a guide to assist you in providing a perfected FOIA request. Do not use this form to request documents believed to be housed in a library or research facility. Do not use this form to request records that can be obtained from the Government Printing Office, National Technical Information Service, or that were created for publication.

LIST OF AURORA HOUSING AUTHORITY RECORDS
IMMEDIATELY AVAILABLE FOR REVIEW

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

ADMINISTRATIVE PLAN

CERTIFICATES OF COMPLIANCE

DWELLING LEASE

ENTERPRISE INCOME VERIFICATION SYSTEM POLICY

FIVE YEAR AND ANNUAL AND STRATEGIC PLAN

FREEDOM OF INFORMATION ACT POLICY

QUALITY CONTROL POLICY

Exhibit 1
DESCRIPTION OF AURORA HOUSING AUTHORITY
The Aurora Housing Authority's primary mission is to help those in need by providing and maintaining quality, affordable housing within a safe, stable environment while promoting educational, employment, economic development and self-sufficiency programs and initiatives for our residents. The jurisdiction of the Agency coincides with the corporate city limits of Aurora, Illinois. The original agency was chartered in 1949 by the State of Illinois as the Aurora Land Clearance Commission. The first five member board was appointed by the City of Aurora late in the 1960's when the first development was under construction. To reflect the mission of the agency, the name was changed to the Aurora Housing Authority in 1987. Today, the AHA owns and manages 652 units of public housing. This includes two buildings which offer homes to the elderly and disabled, four family complexes, and scattered site housing located throughout the City of Aurora. The AHA manages a Housing Choice Voucher program which consists of eight hundred vouchers. A Family Self Sufficiency program is also provided to promote economic and social self-sufficiency by coordinating and maintaining cooperative agreements with community services.

FUNCTIONAL SUBDIVISIONS
- Low-Income Public Housing
- Housing Choice Voucher
- Finance
- Resident Opportunities and Self Sufficiency (ROSS)
- Family Self Sufficiency (FSS)
- Contracting/Procurement
- Grants/HUD Programming
- Maintenance/Modernization/Capital Activities

OFFICES
- Administrative Offices- 1630 W. Plum St, Aurora, IL 60506
- Centennial House- 1640 W. Plum St, Aurora, IL 60506
- Eastwood- 1644 Grove St., Aurora, IL 60505
- Indian Trail- 400 E. Indian Trail, Aurora, IL 60505
- Maple Terrace- 904 North Ave, 905 Second Ave., Aurora, IL 60505
- Southwind- 1200 Fourth St., Aurora, IL 60505

EMPLOYEES

The AHA budgets 37 full-time, 1 part-time, and 1 temporary employee

THE BOARD OF COMMISSIONERS

- Henry Champen, Chairperson
- Bill Powell, Vice, Chairperson
- Mattie Coble, Secretary
- Rey Cruz, Commissioner
- Dave Richert, Commissioner
- Judy Runge, Commissioner
- Scott Voris, Commissioner

20.15 QUALITY CONTROL POLICY

Under the general supervision of the Executive Director, the Aurora Housing Authority employs a Compliance Manager who ensures that tenant files are maintained according to the established program requirements. Ten percent of the monthly recertifications are audited on a monthly basis per site. In addition, a monthly review is completed of the "New Hire" report, PIC Error Report, HCV Late Inspection Report, Deceased Tenant Report, and Dual Assistance Report. Problems are reported to management staff for appropriate action to be taken.

Reviews of ten percent of monthly LIPH and HCV recertification interviews appointments and reviews of ten percent of the quarterly zero income recertifications are monitored by the Compliance Analyst.

A review process of LIPH and HCV is conducted whereby a random sample of tenant files is routinely reviewed for completeness and accuracy by the Compliance Analyst.

The Director of Operations or his/her designee conducts the required quality control sample audit of files for the LIPH and HCV programs.

20.16 THRESHOLD REPORT POLICY

Under the general supervision of the Executive Director, the AHA employs a Compliance Analyst who monitors files and reports to ensure that the AHA is in compliance with HUD requirements and established AHA program requirements.

The Threshold and Dual Assistance Report is run on a monthly basis by the Compliance Analyst to review cases. For each case that indicates a possible income discrepancy or the possibility that the participant may be receiving dual assistance, a recertification appointment will be scheduled by the Compliance Analyst. No adverse action will be taken based solely on the Threshold Report information. The participant will be given an opportunity to provide applicable documentation.

When a participant disputes the information, the AHA will obtain written third-party verification directly from the income source. If it is determined that the participant has under-reported income, the agency plan offers the opportunity to enter into a Repayment Agreement. Once the Repayment Agreement is executed, the client must abide by all terms and conditions of the agreement.

If it is determined that the participant does receive dual assistance, the proper procedure will be utilized to process termination or eviction procedures.

Follow-up reports will be submitted to HUD as required.

20.17 ENTERPRISE INCOME VERIFICATION POLICY

The purpose of this policy is to provide instruction and information to the staff regarding the acceptable use, disposition, and storage of data obtained through any Enterprise Income Verification System (”EIV”).

Data received through EIV must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy and security for this system is covered by Federal law and regulations. The Privacy Act of 1974 is one such regulation.

The AHA staff will assure that a copy of Form-9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years or older or by a parent or legal guardian for verifications provided to the agency for minor. All HUD-9886 forms will be placed in the resident file and will be updated on an annual basis for each tenant or 18 or older member in the household. The tenant authorizes the AHA to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, the Work Number, Credit Bureau reports, and the Social Security Administration.

The AHA staff will have the responsibility of ensuring compliance with security policies and procedures which include maintaining the EIV data contained in each file in a file cabinet within a room that locks. Only the authorized user and the immediate supervisor and her designee(s) will have access to this file room.

EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel. The EIV data will not be left lying unattended or left on computer screens where unauthorized users may access them. All computer systems and computers will have password restricted access. Antivirus software is used to limit data destruction or unintended access. Antivirus software is used to limit data destruction or unintended transmission via a virus.

EIV data is not downloaded or saved into a hard drive. The access granted will be limited to “a need to know basis” which is currently specific to each AMP. All staff that has access will have a current signed User Agreement on file.

Security awareness training will be conducted to ensure the security of the EIV System and data. An attendance log will be used to indicate that they are aware of the safeguards and responsibilities associated with using the system. Employees will be advised of the penalties associated with misuse of tenant wage data. Passwords granted will be revoked prior to termination of employees to ensure data safety.

Property Manager will retrieve and review on a monthly basis at recertification. Any income discrepancy report will be reviewed and discussed with the participant. If income has been under-reported, the manager will calculate the under-paid rent portion and offer to enter into a Repayment Agreement pursuant to AHA policy. If income has not been under-reported, the information will be documented in the file and made available to the Compliance Analyst for reporting purposes.

20.18 RECORDS MANAGEMENT

The regulatory requirement regarding record retention for the public housing program is 24 CFR 908.1.1 which requires the AHA to keep the last three years of Form HUD-50058 and supporting documentation during the term of each assisted lease and for a period of at least three years from the end of participation (EOP) date. The AHA will keep files during the term of each public housing tenancy and for at least five years thereafter, the AHA will keep all documents related to a family's eligibility, tenancy and termination. In addition, the AHA will keep:

An application form each ineligible family and notice that the applicant is not eligible

Lead-based paint records as required by 24 CFR 34, Subpart B

Documentation supporting the establishment of flat rents and the public housing maximum rent

Documentation supporting the establishment of utility allowances and surcharges

Documentation related to PHAS

Accounts and other records supporting PHA budget and financial statements for the program.

Other records as determined by the AHA or as required by HUD

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process and, at the option of the AHA, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the AHA.

Annual Contributions Contract (ACC): The written contract between HUD and an AHA under which HUD agrees to provide funding for a program under the 1937 Act, and the AHA agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609*)*

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Co-head: An individual in the household who is equally responsible for the lease with the AHA. A household may either have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Dating Violence: 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 relationship shall be determined based on a consideration of the following factors; the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to $480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

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 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 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.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family: Two or more persons who are not related by blood, marriage, adoption**,** guardianship or operation of law, but are regularly living together, can verify shared income or resource, and will live together in PHA housing. Also includes, but is not limited to:

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by an AHA to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the AHA set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b). A family may originally designate an elderly or disable family member as, provided that the person is partially responsible for paying rent.

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

A. Is determined to be essential to the care and well- being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b)

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program.

1. The income of the live-in aide will not be counted.

2. Live-in aids are not subject to non-citizen rule requirements.
3. Live-in aides may not be considered as a remaining family member.

Family members may also reside in the unit, providing doing so does not increase subsidy by cost of an additional bedroom and that presence of the family member (s) does not over crowd the unit.

A live-in aide may only reside in the unit after approval of the PHA and successful completion of the screening process. Written verification certifying the need for the live-in aide is required from a knowledgeable professional, such a doctor, social worker, or caseworker. The PHA has the right to disapprove a request for a live-in aide based on these criteria.

Low-Income Families: Those families whose incomes do not exceed 80% 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% 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 family incomes. (1937 Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b)

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))
Occupancy Standards: The standards that an AHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Perpetrator: A person who commits an act of domestic violence, dating violence or stalking against a victim.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

2. Is manifested before the person attains age 22;

3. Is likely to continue indefinitely;

4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)
No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

ROSS Coordinator: Resident Opportunity Self-Sufficiency Coordinator

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Spouse of head: Means the husband or wife of the head. For proper application of the non-citizens rule, the definition of spouse is: The marriage partner who, in order to dissolve the relationship would have to be divorce. It includes the partner in a common law marriage. The term does not apply to boyfriends, girlfriends, significant other, or co-heads.

Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and 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 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 that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the AHA. Where all utilities (except telephone) and other essential housing services are supplied by the AHA or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the AHA and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income; or

If the family is receiving payments for welfare assistance from a public agency and a part of such 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 such payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a) (1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and © 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a AHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% 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% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Violence Against Women Act ("VAWA"): Provides that "criminal activity" directly relating to domestic violence, dating violence, or stalking 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 tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
AHA	Aurora Housing Authority
CFR	Code of Federal Regulations
EIV	ENTERPRISE INCOME VERIFICATION SYSTEM
FOIA	FREEDOM OF INFORMATION ACT
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
ROSS	Resident Opportunity Self-Sufficiency Services
SSA	Social Security Administration
TTP	Total Tenant Payment

VAWA Violence against Women Act

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