

MINUTES OF A REGULAR MEETING OF THE
 COMMISSIONERS OF THE
 CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

The Commissioners of the City of Roanoke Redevelopment and Housing Authority met for a regular session on Monday, June 27, 2016, in the offices of the City of Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, in the City of Roanoke, Virginia.

I. CALL TO ORDER – ROLL CALL

Chair Butler called the meeting to order at 3:00 p.m. and declared that a quorum was present.

PRESENT: Commissioners Burruss, Butler, Garner, Karnes, Smith
 Commissioner Witten arrived at 3:01 p.m.

ABSENT: Commissioner Anguiano

OFFICER PRESENT: Mrs. Glenda Edwards Goh, Secretary-Treasurer

ALSO PRESENT: David Bustamante, VP of Housing; Rebecca Cannady, Assistant Site Manager; Jessica Farmer, HCV Manager; Crystal Hall, Community Support Services Director; Mark Loftis, Legal Counsel; Joel Shank, VP of Operations; Melissa Wills, Executive Assistant

Chair Butler welcomed everyone to today's meeting.

II. REPORTS

1. Financial Report

Chair Butler stated that Mrs. Austin provided a Financial Narrative along with a Financial Report. In Mrs. Austin's absence, Mrs. Goh was available to answer any

questions and provide additional information about the reports. Mrs. Goh explained that some of the entries that were made on this month's financial reports came as a result of the U.S. Department of Housing and Urban Development's (HUD) announcement of a plan to refederalize Central Office Cost Center (COCC) funds, which will reduce flexibility regarding allowable uses of those funds. Therefore, it seems wise to clear losses that have been carried on RRHA's books, while transfers out from COCC are allowable. Mrs. Goh stated that funds were transferred out of Central Office to several programs to clear deficits. Some of the losses were related to development of Low Income Housing Tax Credit properties that were then unable to pay development fees to RRHA to allow those losses to be cleared. There was also an Accounts Receivable balance that had been carried on the books related to the management of Shenandoah Crossings, Eight Jefferson Place.

Mrs. Goh explained that the Jamison and Downing properties listed on page 20 are the funds where the Elm Manor and Maple Shade losses are reflected. Some houses on Jamison and Downing Streets were later added to this fund. Mrs. Goh noted that the properties under this umbrella have operated at a loss for years, resulting in an accumulated cash deficit of \$415,256. This amount was transferred from COCC to cover the deficit. Mrs. Goh stated that the fund will most likely continue to operate at a loss until the mortgage note is paid in full. There are five houses remaining in that group, with all but one of the houses currently rented; therefore, losses that will occur will be on a smaller scale due to fewer units.

Mrs. Goh stated that the Private Management fund, on page 21, is used to record the transactions for the tax credit properties and Shenandoah Crossings. When

the Shenandoah Crossings property was sold, RRHA was left with deficits for management fees not collected. A transfer was recorded from the Central Office to Private Management funds to clear the deficit. Mrs. Goh explained that the \$25,309 negative cash balance at the top of the May column is the result of a timing difference between recording the management fees on the books at the end of a month and collecting the receivables the following month.

Mrs. Goh noted that the Private Development fund on page 22 was used to record the financial activity of the construction on the tax credit developments. The negative balance is the result of expenses that were paid but not recovered because developer fees did not materialize for those properties. There is currently no active development in this fund so this report will not be included in monthly reports until there is future development activity.

Mrs. Goh explained that the amounts from pages 20 through 22 total the \$918,000 that was reduced from the Central Office balance sheet.

In response to a question from Commissioner Garner, Mrs. Goh clarified that these transactions were general ledger transfers between funds, not an outflow of funds. Commissioner Garner also inquired about the status of the reserve funds.

Mrs. Goh explained that a loan commitment has been secured from Virginia Community Capital with a rate of 1.75% for the loan previously approved by the Board for the Operating Fund Financing Program.

Chair Butler asked if there were any other comments or questions. There were none.

2. Executive Director's Report

Chair Butler asked for the Executive Director's report.

Mrs. Goh informed the Board that, despite the challenges she previously reported to the Board, it appears that there will be a Choice Neighborhoods Implementation Grant application submission by the deadline of June 28, 2016.

Commissioner Burruss asked for clarification about what had happened during the process that caused there to be doubt as to whether the application would be submitted. Mrs. Goh explained that RRHA is a co-applicant on the Choice Neighborhoods Implementation Grant application, and the City of Roanoke is the lead applicant. The grant application process requires that a local, city or county, government must be either lead or co-applicant. A local government can apply without a housing authority, but a housing authority cannot apply without a local government. However, \$75 million of the \$120 million is reserved for applications that include a housing authority as lead or co-applicant. Therefore, a joint application has been the goal.

Mrs. Goh noted that RRHA was originally the sole grantee for a HUD Choice Neighborhoods Planning Grant in 2012 and worked with the community to develop a Transformation Plan for the Loudon-Melrose/Shenandoah West neighborhood, which was submitted to HUD in October 2014. In preparation for the Choice Neighborhoods Implementation Grant application process, RRHA did a competitive solicitation and awarded a contract to the Council of Community Services (CCS) to write the People section of the grant application. However, Mrs. Goh explained that, since this application is a joint effort, it was necessary for the City to agree with the approach to the People section. There were members of the City's team who did not want to have

CCS continue in that role. Mrs. Goh stated that ultimately the contract with CCS was terminated, and the City's Library Department is now the lead on the People section of the grant application.

Commissioner Burruss asked for clarification regarding responsibilities of the lead role for the People section. Mrs. Goh explained that the People lead entity is charged with coordinating all of the supportive services to address needs identified in the People section of the Transformation Plan, including education, employment, health, and safety. Commissioner Garner inquired if there were other partners and team members that were involved such as entities like Goodwill Industries. Mrs. Goh indicated that Goodwill was a part of the employment team when CCS was coordinating the People section; however, she has not seen the current structure for the People section and is not sure which agencies are involved.

Vice Chair Karnes commented on the choice of the City Library as the lead for the People section, stating that the Department of Social Services may have been a better fit for the role. Other Commissioners indicated agreement.

Commissioner Burruss commented that, while she has great affection and respect for the libraries, she is puzzled by how their mission equips them for the responsibility of supportive service coordination for a grant of this magnitude. She stated that the potential positive impact on the community should be at the forefront of the agenda in the application process, and it seems logical that CCS has the expertise to lead the People section.

In response to Commissioner Burruss' comments, Mrs. Goh clarified that Frederick Gusler was RRHA's contract administrator and that CCS was performing

fully under the contract. The termination of that relationship had nothing to do with contractor performance. CCS had been the People lead during the development of the Transformation Plan, and RRHA received positive feedback from HUD on that section. Mrs. Goh stated that CCS was awarded the contract after a competitive procurement process in line with RRHA requirements and they were performing. She would have been very comfortable with them continuing as the People lead in the current process. However, because this is a joint application and there was not enough time to do another competitive procurement to find an entity that the City would be comfortable with in that role, an entity had to be identified that that could take the lead without requiring competitive procurement. This would have to be a department of the City or a department of RRHA. Chris Morrill, Roanoke City Manager, suggested the Library take the role.

Responding to a question from Commissioner Smith about how the termination of the contract affected RRHA's relationship with CCS, Mrs. Goh explained that the contract with CCS was modified to remove tasks associated with the grant application process, but was not terminated. CCS will continue to work with RRHA on other Choice Neighborhoods activities beyond the grant application. CCS will be involved and visible in the community work and with stakeholders; however, they will not be the entity writing this section of the grant application and will not be identified as the lead for the People section.

Commissioner Burruss, noting that the due date for the grant application was tomorrow, inquired about the timing of the decision that CCS was no longer a suitable entity to write the People section of the grant. Mrs. Goh clarified that she was notified

by members of the City's grant application team two weeks prior to today's meeting. In response to a question from Commissioner Burruss about whether the Library was able to use any of what CCS had already put together or if they started completely over, Mrs. Goh stated that the CCS work product completed to the point of termination of the relationship was available to City staff.

Mrs. Goh clarified that, at the time that the decision was made to no longer use CCS, the City's intention was to have Total Action for Progress (TAP) take the lead. At that point, Mrs. Goh consulted with Mr. Loftis and notified the City Manager that RRHA would not be able to be a co-applicant if that occurred because of the procurement issues. The Library was then identified to be the lead. This resulted in a few days between the time the decision was made and the Library being named as the lead People entity.

Commissioner Burruss requested to go on the record as saying that she had serious concerns about this process, seeing that the Choice Neighborhoods Implementation Grant seemed to be RRHA's best opportunity to revitalize the neighborhoods that are in severe need of revitalization. There has been a tremendous amount of community stakeholders' input and investment in developing the plan and it concerns her that, two weeks prior to the due date of a grant application of this magnitude, there would be this kind of major change that may sabotage the opportunity to have the strongest possible submission and reduce the likelihood of being awarded the grant. Mrs. Goh stated that it is a very competitive application process and acknowledged that Commissioner Burruss' concerns are quite legitimate.

Commissioner Witten inquired about the governance of the process and if there

is a steering committee in place or if decisions are being made on the City Manager's level. Mrs. Goh explained that there probably should have been a steering committee for the application process; however, the same process that had been used in the previous Implementation Grant application cycle was used. There is a Choice Neighborhoods Steering Committee. Both Mrs. Goh and the City Manager are members of that committee. However, for the application process, RRHA and the City worked together as co-applicants, not through the Steering Committee. For the previous grant application this did not present a problem but, obviously, this time there were new challenges. Once the submission deadline is passed, the City and RRHA will need to review and determine the framework for future applications as this was certainly not the best process for good decision-making. Commissioner Witten stated that, for this type of application with many different sections, project, team, and communication managers are needed for the best possible outcome. Significant changes made so late in the process make RRHA appear to be unprofessional, which is not desirable. Commissioner Witten suggested that a joint meeting could be held with the City this year to discuss these issues with them.

Mrs. Goh expressed that the concerns raised by Commissioners are all legitimate as the Choice Neighborhoods has been a large commitment by RRHA. There has been community engagement, procurement where necessary, and work with volunteer efforts as much as possible. The project team had been the City's Neighborhood Director of Planning, RRHA's Director of Redevelopment and Revitalization and CCS. This had worked very smoothly as a project team previously. Clearly, that broke down this time. While getting to the best resolution in the situation

and keeping it from having any negative impact on RRHA was not possible, a resolution was achieved and RRHA's relationship with CCS is still strong. Mrs. Goh expressed the importance of this because CCS has been involved and engaged with the community throughout the transformation planning process since 2012. It is important that these events not reflect negatively on CCS, as well as making sure that the opportunity is not lost to bring resources where they are sorely needed. A better plan is needed for the future to avoid encountering the same issues.

In response to a comment from Commissioner Witten about conveying to the City that the process raises serious concerns, Mrs. Goh stated that this is not the RRHA's proudest moment relative to community engagement. She explained that Commissioner Smith had asked her earlier where the involvement of the people got lost in this process. The last time during the application process, people were very engaged in their teams working on the People section of the application. That involvement was lost in the last couple of weeks of this year's application process. The process for development of the Transformation Plan has been some of RRHA's finest work, engaged in a genuine effort to plan with community members for the future of their neighborhood. The breakdown blemishes that process.

Commissioner Burruss asked if there would be an opportunity to receive an electronic copy of the grant submission. Mrs. Goh said she believed, as a co-applicant, RRHA should receive a copy. She would confirm this later with Mr. Gusler, who was not at today's meeting because he was working on the grant application. Commissioner Burruss expressed that she would like to receive a copy of it to review when available. The other Commissioners agreed. Commissioner Burruss thanked

Mrs. Goh for the update and asked that she convey the Board's appreciation to Mr. Gusler for all of his work on the grant application process. Commissioner Garner also expressed his appreciation to Mrs. Goh for her dedication to the process, even during the uncertainty regarding whether the application process would move forward.

Chair Butler asked if there were any other comments or questions. There were none.

3. Staff Reports

Commissioner Smith left the meeting at 3:30 p.m.

Mrs. Goh stated that she asked Ms. Hall to provide the Board an update on Jobs-Plus, since it was the end of the first quarter of the second year of the program. Ms. Hall shared with the Board that enrollment in the Jobs-Plus program has gone up by 13 since the last time she provided an update, resulting in total enrollment of 134 participants. Due to the high enrollment, case management resources were strained, resulting in reactive case management, focused on enrollment and dealing with emergencies. An additional case manager was hired to relieve this pressure and make it possible to do proactive case management, helping tenants to get on the ladder toward self-sufficiency. There has also been a 6% increase in employment rates since the last update, which brings the overall employment rate to 48%. This reflects a total increase of 11% since the time of application for the Jobs-Plus grant. Many of these are considered survival-type jobs such as fast food or grocery stores, which is the first rung on the self-sufficiency ladder. The goal is now to help these individuals move toward training and educational opportunities that will help them advance.

There have been some recent challenges with educational opportunities such as General Education Development (GED) classes. Because of this, Goodwill Industries has rescheduled times for the GED prep classes so they are now offering some of them during the evenings and on Saturdays to accommodate more people. Ms. Hall and her staff are also trying to streamline the opportunities for people to get into the programs that are sponsored by the Workforce Innovation and Opportunity Act through ResCare. Ms. Hall stated that the staff has been looking back at eligibility and suitability to ensure that participants can get a place in those programs and benefit from the funding that is available for short-term training such as Commercial Driver's License (CDL), Certified Nurse Assistant (CNA), welding and other types of skills training. Getting participants to have a marketable skill is the next step in helping them move up in income and move beyond survival-type jobs.

Ms. Hall reported that there have been 84 individuals who have received some kind of services through Jobs-Plus this quarter. Of those, 27 were in financial management classes either in a classroom setting or individually. There have been 16 individuals who have participated in job readiness courses and 46 who have received job search assistance. There have been 11 individuals who have begun new full-time employment and 6 that have started new part-time employment. These numbers include only employment that has been verified. There have been 7 individuals who have either moved to a new job or they have moved from part-time to full-time.

Ms. Hall explained that there have been two events this quarter through Jobs-Plus. The Department of Motor Vehicles "DMV 2 Go" bus came to Lansdowne Park lot for several hours and, in that time, performed 101 transactions. This reflects the great

need for this service as the DMV is located away from the bus routes and many people have a difficult time getting there. Ms. Hall stated that the DMV reported that this was the second highest number of transactions they have had, with the highest being at the Roanoke Civic Center.

Ms. Hall reported that the other event was “Jumping June,” which was attended by 68 people. Jobs-Plus staff was able to enroll 3 new individuals during the event.

Mrs. Hall stated that Jobs-Plus also worked with Family Service of Roanoke Valley to do a Sunday Smash that targeted youth to introduce them to available services. There were 49 in attendance, although not all of them were youth.

Ms. Hall stated that Jobs-Plus staff has been working hard this summer on getting programs for youth and children. One of the best activities is college tours in partnership with Total Action for Progress (TAP) and Family Service of Roanoke Valley. They took 4 teenagers between the ages of 15 and 17 to North Carolina Agricultural and Technical State University (A&T) for a tour. This summer they have 10 more college tours scheduled including Virginia Western Community College (VWCC), Hollins University, Roanoke College, James Madison University, Virginia Tech, Virginia Commonwealth University, University of Virginia and Radford University. Responding to a question from Commissioner Burruss, Ms. Hall confirmed that this was a partnership between TAP and Family Service of Roanoke Valley to obtain the resources and get kids engaged.

Ms. Hall reported that Jobs-Plus is also working with ResCare to find employment and internship opportunities for youth at Lansdowne. They have had one session with ResCare to date, and an additional 7 or 8 are interested in work or

internships.

Ms. Hall stated that the Jobs-Plus program is headed in the right direction with people continuing to be engaged and things going well.

Commissioner Garner inquired about the intent of the college tours and whether the emphasis was about the youth getting a degree or learning a trade skill. Ms. Hall stated that it was both. The college tours are specifically geared toward giving students an opportunity to be exposed to college as many of them have never visited a college before. When the students tour VWCC, they will be specifically talking about the Workforce Solutions programs that are available as most are offered through the community college. Commissioner Garner asked if this was tied to the other program offered at the Goodwill Training Center. Ms. Hall confirmed that most of the training programs are at Goodwill and VWCC, and one is at the center at Patrick Henry.

Responding to a question from Commissioner Garner as to whether this was working in conjunction with the prisoner release program to try to channel those individuals, Ms. Hall confirmed that, when there are ex-offenders, Jobs-Plus tries to connect them with Virginia Cares. This is an effort to get them engaged with programs that can assist with the services capable of addressing their specific needs.

Commissioner Burruss inquired if the college tours were a part of the graph line item titled "Youth Enrolled in Extracurricular Education Opportunities" in the Jobs-Plus monthly report that was distributed with the Board materials. Ms. Hall confirmed that the referenced item includes those students participating in the tours along with some youth financial management classes that were offered. Responding to Commissioner

Burruss' comment regarding the level of difficulty in engaging the youth population, Ms. Hall confirmed that this was the case and clarified that youth are defined for this program as between the ages of 14 and 17.

Chair Butler asked if there were any other comments or questions. There were none.

4. Committee Reports

Vice-Chair Karnes stated that the Personnel Committee met prior to the Board meeting and will meet again in July for further review and discussion of several personnel policy revisions.

Chair Butler asked if there were any other Committee reports, comments or questions. There were none.

5. Commissioner Comments

Chair Butler asked if there were any Commissioner comments. There were none.

6. Residents or other community members to address the Board

Chair Butler asked if there were any residents or community members who would like to address the Board. There were none.

III. CONSENT AGENDA

C-1 Minutes of the Regular Meeting of the Board of Commissioners held Monday, May 23, 2016.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 Monthly Operations Report for the month of May 2016.

RECOMMENDED ACTION: File as submitted

Commissioner Garner introduced a motion to approve the Consent Agenda.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried as introduced.

IV. **REGULAR AGENDA**

1. **Resolution No. 3886**

Mrs. Goh introduced Resolution No. 3886 to approve the 2016 Annual Plan update to the 2015-2019 Agency Plan. The plan will be ready for submission to HUD once the signature from the City of Roanoke is obtained for the certification of consistency with the City's Consolidated Plan. This is generally done following Board approval. The only changes that were made to the plan since the draft was distributed to the Board in late March involved updating items that were approved by the Board after the draft was distributed. There have been no substantial changes to the draft and no public comments were received during the 45-day comment period.

Chair Butler asked if there were any comments or questions. There were none.

Commissioner Garner introduced Resolution No. 3886 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING THE 2016 ANNUAL PLAN UPDATE TO THE 2015-2019 AGENCY PLAN FOR SUBMISSION TO HUD

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) receives operating funds from the Department of Housing and Urban Development (HUD); and

WHEREAS, pursuant to Section 511 of the Quality Housing and Work Responsibility Act of 1998, RRHA is required to adopt an Annual and Five-Year Plan (the Plan); and

WHEREAS, the Plan is designed to provide a framework for local accountability and an easily identifiable source by which public housing residents, participants in the tenant-based assistance program, and other members of the public may locate basic public housing and tenant-based assistance program policies, rules and requirements concerning operations, programs, and services; and

WHEREAS, RRHA staff have consulted with the Joint Resident Council, Inc. and all active resident councils and have conducted community meetings at all public housing sites and with participants and landlords in Section 8 programs to gather input, which has been considered in development of the Plan; and

WHEREAS, RRHA Commissioners were provided with copies of the draft 2016 Annual Plan update to the 2015-2019 Agency Plan (2016 Annual Plan) in March 2016; and

WHEREAS, the Plan and Attachments have been updated to reflect items approved by the Board of Commissioners subsequent to publication of the draft; and

WHEREAS, RRHA gave 45 days public notice for the draft 2016 Annual Plan and made the Plan available for public review at RRHA administrative offices, public housing site management offices, the Roanoke City Municipal Building, and on the RRHA website; and

WHEREAS, the RRHA Board of Commissioners gave notice and held public hearings to receive public comments on the draft 2016 Annual Plan on May 23, 2016; and

WHEREAS, the 2016 Annual Plan meets the current regulatory and statutory requirements; and

WHEREAS, the final Plan must contain a certification by City officials that the Plan is consistent with the Consolidated Plan of the City of Roanoke; and

WHEREAS, RRHA is required to submit the 2016 Annual Plan to HUD by July 18, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the 2016 Annual Plan update to

the 2015-2019 Agency Plan, in substantially the form circulated to the RRHA Board of Commissioners, is hereby approved for submission to the U.S. Department of Housing and Urban Development upon receipt of certification from City officials that the Plan is consistent with the Consolidated Plan of the City of Roanoke.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3886 adopted as introduced.

2. Resolution No. 3887

Mr. Bustamante introduced Resolution No. 3887 asking for the Board to approve a revised Administrative Plan for the Section 8 Housing Choice Voucher Program. On March 8, 2016, HUD published the final rule “Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs”. These revisions reflect policy and procedural changes related to this final rule. The intent is to reduce the administrative burden on the Housing Choice Voucher program.

Commissioner Garner inquired about the change listed in Chapter 8 regarding the reinspections costs and if RRHA normally charges for reinspections and under what circumstances those charges would occur. Mr. Bustamante clarified that some of the revisions and proposed rules outlined were not mandatory. This was a discretionary change, and RRHA has chosen not to pursue charges for reinspections at this time. Mrs. Goh confirmed that while the rule allows RRHA to charge, a

statement needed to be made in the Administrative Plan as to whether RRHA would do so, and RRHA's policy states that there will be no charges for reinspections.

Commissioner Burruss asked for clarification on changed language under Reasonable Accommodation in section 6-III.C. Mr. Bustamante clarified that, as it stands right now, RRHA can set the Payment Standards between 90 and 110 percent of Fair Market Rents (FMR) without obtaining approval from HUD. Under this Reasonable Accommodation, RRHA is allowed to set a payment standard of up to 120 percent of the FMR as an accommodation for a person with a disability. Mrs. Goh stated that this is for circumstances where paying higher rent is the only way that an individual can find housing that is suitable to their accessibility needs.

Chair Butler asked if there were any other comments or questions. There were none.

Commissioner Garner introduced Resolution No. 3887 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY TO APPROVE A REVISED ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the Roanoke Redevelopment and Housing Authority's (RRHA) Board of Commissioners and staff are committed to providing safe and affordable housing to eligible individuals and families, including persons with disabilities; and

WHEREAS, the United States Department and Housing and Urban Development (HUD) has authorized Public Housing Agencies (PHA) to administer a Housing Choice Voucher (HCV) program, through the use of the PHA's Administrative Plan; and

WHEREAS, the Administrative Plan must state the PHA's policies on matters for which the PHA has discretion to establish local policies; and

WHEREAS, a PHA is required to revise its Administrative Plan as necessary to remain in compliance with the Department of Housing and Urban Development (HUD) regulations as set forth in 24 CFR 5, 8, 35, 92, 882, 887, 888, 903, 908, 982, 983, 984

and 985; and

WHEREAS, the current Administrative Plan for the RRHA Section 8 HCV Program, was last revised and approved by the Board of Commissioners by Resolution No. 3865 on December 21, 2015; and

WHEREAS, on March 8, 2016, HUD published the final rule “Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs” (Streamlining Rule) resulting in revisions to 24 CFR Parts 5, 880, 884, 886, 891, 903, 960, 966, 982, 983, and 990; and

WHEREAS, HUD's new Streamlining rule will impact, verification of Social Security Numbers for children of applicants, frequency of utility reimbursement payments, verification of assets, grievance procedures, and utility payment schedules

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The Revised Administrative Plan for the RRHA Section 8 Housing Choice Voucher Program, in substantially the form circulated to the Board, is approved.
2. The Executive Director be and hereby is authorized and directed to make minor procedural changes as necessary between annual updates.

The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3887 adopted as introduced.

3. Resolution No. 3888

Mr. Bustamante introduced Resolution No. 3888 asking for the Board to approve a revised Admissions and Continued Occupancy Policy for the Public Housing Program. These revisions are similar to those in the Administrative Plan as

they are also related to the Streamlining Rule. Mr. Bustamante stated that RRHA is mandated by HUD to provide tenants a 30-day notice and opportunity for comments for changes to the Grievance Policy. This was provided, and no comments were received.

Chair Butler asked if there were any comments or questions. There were none.

Commissioner Garner introduced Resolution No. 3888 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING THE REVISION OF THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE PUBLIC HOUSING PROGRAM

WHEREAS, the Roanoke Redevelopment and Housing Authority's (RRHA) Board of Commissioners and staff are committed to providing safe and affordable housing to eligible individuals and families, including persons with disabilities; and

WHEREAS, the United States Department and Housing and Urban Development has authorized Public Housing Agencies (PHA) to administer a Public Housing Program, through the use of its Admissions and Continued Occupancy Policy (ACOP); and

WHEREAS, the ACOP must state the PHA's policies on matters for which the PHA has discretion to establish local policies; and

WHEREAS, a PHA is required to revise its ACOP as necessary to remain in compliance with the Department of Housing and Urban Development (HUD) regulations as set forth in 24 CFR 5, 8, 902, 903, 945, 960, 965 and 966; and

WHEREAS, the ACOP of the RRHA, was last revised and approved by the Board of Commissioners by Resolution No. 3858 on September 28, 2015; and

WHEREAS, on March 8, 2016, HUD published the final rule "Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs" (Streamlining Rule) resulting in revisions to 24 CFR Parts 5, 880, 884, 886, 891, 903, 960, 966, 982, 983, and 990; and

WHEREAS, HUD's new Streamlining Rule will impact tenant rental payments, rent determination processes, verification of Social Security Numbers for children of applicants, frequency of utility reimbursement payments, verification of assets, community service completion, grievance procedures, and utility payment schedules; and

WHEREAS, each household in RRHA's Public Housing program has been provided notice of proposed revisions to the Grievance Procedure and a 30-day period to submit comments, as required by HUD, and no comments were received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The Revised Admissions and Continued Occupancy Policy for Public Housing Program, in substantially the form circulated to the Board, is approved.
2. The Executive Director be and hereby is authorized and directed to make minor procedural changes as necessary between annual updates.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3888 adopted as introduced.

4. Resolution No. 3889

Mr. Bustamante introduced Resolution No. 3889 requesting the Board's approval to modify RRHA's existing contract with SDI, the contracted company for surveillance cameras. This modification will provide two more preventative maintenance visits to RRHA. The contract is valid through April 17, 2017. A quote was requested for modification and was submitted at \$37,382.06. Based on history and past expenses of preventative maintenance, an additional \$27,000 was added to this

amount in the event that cameras need to be replaced or repaired during the visits. This brings the total of the modification of the not-to-exceed amount to \$64,382.06, bringing the new total not-to-exceed amount to \$719,140.21.

Commissioner Witten inquired why this does not fall under a separate contract instead of a modification. Mrs. Goh clarified that RRHA relied on Virginia Tech's procurement for this contract and treating it as a modification rather than a new contract is solely a matter of convenience. Mr. Bustamante stated that Virginia Tech is nearing the point to do another competitive procurement for a new contract.

Chair Butler asked if there were any other comments or questions. There were none.

Commissioner Garner introduced Resolution No. 3889 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING EXECUTION OF A MODIFICATION TO A CONTRACT FOR SURVEILLANCE CAMERA SYSTEM MAINTENANCE AND REPAIR

WHEREAS, the Department of Housing and Urban Development (HUD) procurement regulations allow RRHA to join intergovernmental cooperative agreements; and

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) joined the Virginia Polytechnic Institute and State University (Virginia Tech) and SDI (formerly Orion) contract by agreement on November 5, 2013 with a term ending date of April 17, 2014; and

WHEREAS, Virginia Tech and SDI have agreed to 3 extensions of the contract term, resulting in a current contract term ending date of April 17, 2017; and

WHEREAS, the Virginia Tech and SDI contract fully satisfies HUD's 5 intergovernmental cooperative agreement requirements; and

WHEREAS, RRHA joined the Virginia Tech and SDI contract through an intergovernmental cooperative agreement and executed a contract with SDI in the not-

to-exceed amount of \$94,200 for maintenance and repair, and directed SDI to perform a thorough assessment of RRHA's video surveillance systems, for which the cost was \$18,680.40; and

WHEREAS, based on the completed assessment, the RRHA Board of Commissioners approved a contract modification in the amount of \$400,000, by Resolution No. 3791 on May 19, 2014, for the completion of significant repair work and maintenance services for RRHA's video surveillance systems, resulting in a not-to-exceed contract amount of \$494,200; and

WHEREAS, based on SDI's determination that 41 cameras were nonfunctioning and beyond repair, the RRHA Board of Commissioners, by Resolution No. 3835 on March 23, 2015, approved a contract modification of \$120,448.64 for camera replacement, bringing the not-to-exceed amount for the contract to \$614,648.64; and

WHEREAS, the RRHA Board of Commissioners, by Resolution No. 3851 on July 27, 2015, approved a contract modification of \$40,109.51 for required maintenance, support and replacement of 7 cameras, bringing the not-to-exceed amount for the contract to \$654,758.15; and

WHEREAS, RRHA requires maintenance and support to maintain all RRHA camera systems, for which SDI has provided a quote in the amount of \$37,382.06 through April 17, 2017, based on the rates in the contract between Virginia Tech and SDI; and

WHEREAS, RRHA anticipates repairs to maintain all RRHA camera systems in the amount of \$27,000 through April 17, 2017, with this cost being calculated from repair expense history and based on rates in the contract between Virginia Tech and SDI; and

WHEREAS, the agreement between RRHA and SDI requires additional modification of the not-to-exceed amount of \$64,382.06 to authorize funding for necessary camera repairs, maintenance, and support through April 17, 2017; and

WHEREAS, RRHA has sufficient Public Housing Operating funds to obligate for this contract modification.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the Executive Director is authorized to execute a modification, to be funded by Public Housing Operating Funds, to the contract between RRHA and SDI, increasing the not to exceed amount from \$654,758.15 to \$719,140.21, a net increase of \$64,382.06, with all other terms remaining unchanged.

The motion was seconded by Commissioner Burruss and upon roll call the

following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3889 adopted as introduced.

5. Resolution No. 3890

Mrs. Goh introduced Resolution No. 3890 authorizing the restatement of RRHA's Premium Only Plan document and execution of its Adoption Agreement. This allows RRHA employees to have their health insurance premiums as a pre-tax deduction. The Plan document must be restated and a new Adoption Agreement executed annually. There are no changes to the plan itself. Total Administration Service Corporation (TASC) is RRHA's third party administrator of its POP Plan.

Chair Butler asked if there were any comments or questions. There were none.

Commissioner Burruss introduced Resolution No. 3890 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING RESTATEMENT OF ITS PREMIUM ONLY PLAN DOCUMENT AND EXECUTION OF ITS ADOPTION AGREEMENT

WHEREAS, effective July 1, 2012, the City of Roanoke Redevelopment and Housing Authority (RRHA) adopted its Premium Only Plan (POP) Document and executed an Adoption Agreement in accordance with Section 125 of the Internal Revenue Code of 1986 (Section 125); and

WHEREAS, the POP Plan provides pre-tax benefits to RRHA's employees; and

WHEREAS, under Section 125, a written Plan Document must be in place and officially adopted by the RRHA; and

WHEREAS, since Total Administration Service Corporation (TASC), RRHA's third party administrator of its POP Plan, has restated the Plan Document for Plan Year July 1, 2016 – June 30, 2017, it must officially be adopted by RRHA.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the Executive Director is authorized to execute the restated POP Plan Document and Adoption Agreement.

The motion was seconded by Commissioner Garner and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3890 adopted as introduced.

6. Resolution No. 3891

Mr. Bustamante introduced Resolution No. 3891 asking the Board to approve a revised Public Housing Lease Terms and Conditions. This is a result of the Streamlining Rule. RRHA provided all tenants notice and the opportunity to comment on these revisions for a 30-day period. No comments were received. The revision to the lease involved describing how RRHA chooses Grievance Hearing personnel, listed as No. 6 on the lease.

Chair Butler asked if there were any comments or questions. There were none.

Commissioner Garner introduced Resolution No. 3891 and moved its adoption as introduced:

RESOLUTION OF CITY OF ROANOKE REDEVELOPMENT AND HOUSING
AUTHORITY APPROVING REVISED PUBLIC HOUSING LEASE TERMS AND
CONDITIONS

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) is required by the Department of Housing and Urban Development (HUD) to establish an Admissions and Continued Occupancy Policy (ACOP), applicable to the Public Housing Program; and

WHEREAS, RRHA is required to establish and implement a Public Housing Lease; and

WHEREAS, when ACOP revisions affect lease terms, RRHA must revise the lease to reflect current policies and procedures; and

WHEREAS, on March 8, 2016, HUD published the final rule “Streamlining Administrative Regulations for Public Housing, Housing Choice Voucher, Multifamily Housing, and Community Planning and Development Programs” (Streamlining Rule) resulting in revisions to 24 CFR Parts 5, 880, 884, 886, 891, 903, 960, 966, 982, 983, and 990; and

WHEREAS, the ACOP has been revised to reflect policy changes consistent with the Streamlining Rule; and

WHEREAS, each household in RRHA’s Public Housing program has been provided notice of proposed lease revisions and a 30-day period to submit comments, as required by HUD, and no comments were received.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the attached revised RRHA Public Housing Lease Part II: Terms and Conditions are hereby approved.

The motion was seconded by Vice-Chair Karnes and upon roll call the following vote was recorded:

AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler thereupon declared said motion carried and Resolution No. 3891 adopted as introduced.

Chair Butler stated that the Executive Session listed on the agenda would not be needed, thus ending the business of today’s meeting.

V. ADJOURNMENT

There being no further business to come before the Board, Commissioner Garner moved that the meeting be adjourned.

The motion was seconded by Commissioner Burruss and upon roll call the following vote was recorded:

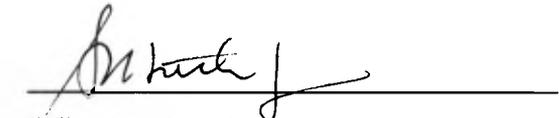
AYES: Commissioners Burruss, Butler, Garner, Karnes, Witten

NAYS: None

Chair Butler declared the meeting adjourned at 3:50 p.m.



Glenda Edwards Goh, Secretary-Treasurer



Gilbert Butler, Chair

The 2016 Annual Plan Update to the 2015-2019 Agency Plan, Attachment to Resolution No. 3886 is not included in the Minutes for June 27, 2016, meeting due to the size of the attachment.

The 2016 Annual Plan Update to the 2015-2019 Agency Plan is retained in the Official Executive Office Board Meeting Files.

Proposed Administrative Plan Revisions 06/27/2016

Proposed revisions to the RRHA Administrative plan are summarized below. Note that the summary only includes substantive revisions. Corrections to spelling or grammar and formatting changes are not listed. All revisions are highlighted in the separate redlined document provided to Commissioners for review.

Revised Chapter	Summary of Proposed Administrative Plan Revisions
Chapter 2 Fair Housing and Equal Opportunity	<p>Changed definition of reasonable accommodation in 2-II.B.</p>
Chapter 3 Eligibility	<p>Added a sentence under 3-II.C. regarding disclosure and documentation timeframe for Social Security Numbers of children under age 6 added to applicant family within 6 months prior to voucher issuance.</p> <p>Revised language in 3-III.C. to clarify that a record of arrest will not be used as basis for denial or proof that applicant engaged in disqualifying criminal activity.</p> <p>Clarified language of RRHA Policy under Consideration of Circumstances in 3-III.E. Added text to policy to clarify appropriate consideration of arrest records. Added description of types of evidence RRHA may consider.</p>
Chapter 6 Income and Subsidy Determinations	<p>Updated regulatory references throughout Chapter.</p> <p>Removed RRHA Policy under Calculation of Disallowance in 6-I.E. and added language defining a family's baseline income. Added language clarifying which calculation method of the disallowance will be used depending on when the family member qualified for the earned income disallowance (EID).</p> <p>Added new Original Calculation Method subheading in 6-I.E.</p> <p>Added a new section titled Revised Calculation Method under 6-I.E. defining the Initial 12-Month Exclusion, Second 12-Month Exclusion and Lifetime Limitation along with RRHA policies.</p> <p>Added a statement in 6-I.G. that optional policies for family self-certification of assets can be found in Chapter 7.</p> <p>Replaced Tuition definition with Tuition and Fees definition in 6-I.L. Student Financial Assistance.</p> <p>Added a new paragraph and policy under Utility Reimbursement in 6-III.A. explaining that utility reimbursements will be issued monthly.</p> <p>Changed language under Reasonable Accommodation in 6-III.C. to clarify that, as a reasonable accommodation for a family member who is a person with disabilities, RRHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published Fair Market Rent (FMR).</p> <p>Changed explanation of Applicable Programs in Exhibit 6-4 to clarify that the disallowance is for earned income rather than an increase in annual income.</p> <p>Added a definition of Baseline Income in Exhibit 6-4.</p> <p>Clarified the Initial Twelve Month Exclusion and Second Twelve Month Exclusion periods in Exhibit 6-4.</p> <p>Changed the Maximum Four-Year Disallowance to a maximum two-year disallowance of increased income of an individual family member who is a person with disabilities period in Exhibit 6-4.</p> <p>Added section 4, explaining that families participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed under rules that existed prior to that date.</p>

<p>Chapter 7 Verification</p>	<p>Added a new section titled Value of Assets and Asset Income in 7-I.D, addressing a family's declaration of asset value and anticipated asset income. Added policy clarification regarding when RRHA will use third-party documentation.</p> <p>Added new language under Self Certification in 7-I.E. to clarify when self-certification is an acceptable form of verification.</p> <p>Added language and policy under Social Security Numbers in 7-II.B. regarding documenting the Social Security Number of a child under the age of 6 years old and the 90-day extension period for documenting SSN that may be granted to the participant.</p> <p>Added a statement in 7-III.C. referencing policies governing streamlined income determinations for fixed sources of income found in Chapter 11.</p>
<p>Chapter 8 Housing Quality Standards and Rent Reasonableness Determinations</p>	<p>Changed and added references in 8-II.A., 8-II.C. and 8-II. D.</p> <p>Added language and policy under Inspection Costs in 8-II.A. to describe situations in which RRHA is allowed to charge owners for reinspections. Added RRHA policy stating that RRHA will not charge a fee for failed reinspections.</p> <p>Changed the policy under Annual/Biennial HQS Inspections in 8-II.C. to clarify that RRHA will not rely on alternative inspection standards.</p> <p>Changed language under Special Inspections in 8-II.D. clarifying RRHA's time limits for inspections for life-threatening and non-life-threatening conditions.</p>
<p>Chapter 11 Reexaminations</p>	<p>Added the section and RRHA policy titled Streamlined Annual Reexaminations under 11-I.B. to define the streamlining process, clarify third-party verification and fixed sources of income.</p> <p>Changed language under New Family and Household Members Requiring Approval in 11-II.B. to clarify effective dates for adjustments in the family share of rent and the HAP payment when any new family member is added.</p> <p>Clarified the policy under 11-II.B., RRHA-Initiated Interim Reexaminations, to clarify when interim reexaminations will be conducted for families receiving the EID.</p>
<p>Chapter 12 Termination of Assistance and Tenancy</p>	<p>Added statement in 12-I.E. that a record of arrest(s) will not be used as the basis of termination or proof that the participant engaged in disqualifying criminal activity.</p> <p>Clarified policy language under Consideration of Circumstances in 12-II.D. regarding facts and circumstances RRHA will consider when making a decision to terminate assistance. Added detail regarding appropriate use of a record of arrest.</p>
<p>Chapter 16 Program Administration</p>	<p>Changed 6-II.B. to state that HUD approval is required for exception to payment standard as a reasonable accommodation if the amount exceeds 120 percent of the FMR.</p>

The Administrative Plan for the Section 8 Housing Choice Voucher Program, Attachment #2 to Resolution No. 3887 is not included in the Minutes for June 27, 2016, meeting due to the size of the attachment.

The Administrative Plan for the Section 8 Housing Choice Voucher Program is retained in the Official Executive Office Board Meeting Files.

Proposed Admissions and Continued Occupancy Policy (ACOP) Revisions 06/27/2016

Proposed revisions to the RRHA ACOP are summarized below. Note that the summary only includes substantive revisions. Corrections to spelling or grammar and formatting changes are not listed. All revisions are highlighted in the separate redlined document provided to Commissioners for review.

Revised Chapter	Summary of Proposed ACOP Revisions
Chapter 3 Eligibility	<p>In 3-I.C. Added clarification of factors RRHA will take into consideration in decision-making relative to families who break up while on the waiting list or during public housing tenancy.</p> <p>Added a sentence under 3-II.C. regarding disclosure and documentation timeframe for Social Security Numbers of children under age 6 added to applicant family within 6 months prior to program admission.</p> <p>Revised language in 3-III.B., 3-III.C. and 3-III.D. to clarify that a record of arrest will not be used as basis for denial or proof that applicant engaged in disqualifying criminal activity.</p> <p>Clarified language under Consideration of Circumstances in 3-III.E. regarding facts and circumstances RRHA will consider when making a decision to terminate assistance. Added detail regarding appropriate use of a record of arrest.</p> <p>Added additional information related to the Violence Against Women Act of 2013 (VAWA) under Notification in 3-III.F.</p>
Chapter 4 Applications, Waiting List and Tenant Selection	<p>Added language under Final Eligibility Determination in 4-III.E. outlining RRHA's responsibility to provide families with information regarding VAWA rights as well as the HUD VAWA self-certification form.</p>
Chapter 6 Income and Rent Determinations	<p>Updated regulatory references throughout Chapter.</p> <p>Removed RRHA Policy under Calculation of Disallowance in 6-I.E. and added language defining a family's baseline income. Added language clarifying that which calculation method of the disallowance will be used depending on when the family member qualified for the earned income disregard (EID).</p> <p>Added new Original Calculation Method subheading in 6-I.E.</p> <p>Added a new section titled Revised Calculation Method under 6-I.E. defining the Initial 12-Month Exclusion, Second 12-Month Exclusion and Lifetime Limitation along with RRHA policies.</p> <p>Added a statement in 6-I.G. that optional policies for family self-certification of assets can be found in Chapter 7.</p> <p>Added a new paragraph and policy under Utility Reimbursement in 6-III.A. explaining that utility reimbursements will be issued monthly.</p> <p>Replaced maximum rent with flat rent under Prorated Rent for Mixed Families in 6-III.D. Added information regarding calculating the prorated rent for a mixed family. Deleted the statement referring to policies in Chapter 16 regarding establishing maximum rents.</p> <p>Added language under Phasing in Flat Rents in 6-III.E. clarifying requirements in Notice PIH 2015-13 regarding the phasing in of flat rents. Deleted paragraph regarding RRHA conducting a flat rent impact analysis.</p> <p>Revised Flat Rents and Earned Income Disallowance in 6-III.E. to add the EID revised calculation method.</p> <p>Removed Flat Rents and Mixed Families (A&O FAQs) section in 6-III.E.</p>

	<p>Added a definition of Baseline Income in Exhibit 6-4.</p> <p>Clarified the Initial Twelve Month Exclusion period in Exhibit 6-4.</p> <p>Replaced Second Twelve Month Exclusion and Phase-In with Phase-In of Rent Increase in Exhibit 6-4.</p> <p>Changed the Maximum Four-Year Disallowance to a maximum two-year lifetime period in Exhibit 6-4.</p> <p>Added section 4 in Exhibit 6-4, explaining that families participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed under rules that existed prior to that date.</p>
<p>Chapter 7 Verification</p>	<p>Added a new section titled Value of Assets and Asset Income in 7-I.D. addressing a family's declaration of asset value and anticipated asset income. Added policy clarification regarding when RRHA will use third-party documentation.</p> <p>Added new language under Self Certification in 7-I.E. to clarify when self-certification is an acceptable form of verification.</p> <p>Added language and policy under Social Security Numbers in 7-II.B. regarding documenting the Social Security Number of a child under the age of 6 years old and the 90-day extension period for documenting SSN that may be granted to the applicant.</p> <p>Added a statement in 7-III.C. referencing policies governing streamlined income determinations for fixed sources of income found in Chapter 9.</p>
<p>Chapter 9 Reexaminations</p>	<p>Added the section and RRHA policy titled Streamlined Annual Reexaminations under 9-I.B. to define the streamlining process, clarify third-party verification and fixed sources of income.</p> <p>Clarified the policy under RRHA-Initiated Interim Reexaminations in 9-III.C. to clarify when interim reexaminations will be conducted for families receiving the EID.</p>
<p>Chapter 11 Community Service</p>	<p>Updated regulatory references throughout Chapter.</p> <p>Revised and added updated information from Notice PIH 2015-12 regarding how community service hours may be completed under Requirements in 11-I.B..</p> <p>Added reference to the supplemental nutrition assistance program (SNAP) and clarified that RRHA can use reasonable guidelines in clarifying work activities in coordination with TANF agency under Requirements in 11-I.B..</p> <p>Deleted activities required by Temporary Assistance for Needy Families (TANF) from eligible activities under Economic Self-Sufficiency Program in 11-I.B. Deleted GED classes in this section because they are included under Work Activities.</p> <p>Deleted provision of child care service to an individual participating in a community service program under Work Activities in 11-I.B. regarding.</p> <p>Added clarification under Notification Requirements in 11-I.B. regarding self-certification requirements.</p> <p>Added Determination of Initial Compliance section with two examples under Change in Status in 11-I.C. regarding when adult family members become subject to community service requirements.</p> <p>Added information in Documentation and Verification Compliance, 11-I.D., regarding how RRHA will determine compliance of self-certifications.</p> <p>Revised and added updated information from Notice PIH 2015-12 under Noncompliance in 11-I.E., regarding consequences for resident noncompliance and due process safeguards for residents.</p> <p>Deleted activities required by Temporary Assistance for Needy Families (TANF) from eligible activities under Economic Self-Sufficiency Program in Exhibit 11-I. Deleted GED classes in this section because they are included under Work Activities.</p>

	<p>Added reference to the supplemental nutrition assistance program (SNAP) and clarified that RRHA can use reasonable guidelines in clarifying work activities in coordination with TANF agency in Exempt Adult section of Exhibit 11-1.</p> <p>Revised and added updated information from Notice PIH 2015-12 regarding how community service hours may be completed under Requirements of the Program section of Exhibit 11-1.</p> <p>Deleted reference to RRHA securing a certification of compliance from nonexempt family members in Authority Obligation section of Exhibit 11-1.</p> <p>Added Exhibit 11-4, Community Service and Self-Sufficiency (CSSR) Work-Out Agreement.</p> <p>Added Exhibit 11-5, Self-Certification Community Service Form</p>
<p>Chapter 12 Transfer Policy</p>	<p>Added clarification that emergency transfers that arise due to maintenance conditions are mandatory in 12-I.C.</p> <p>Clarified that RRHA is under no obligation to return a family to their original unit once revitalization or rehabilitation is complete.</p> <p>Added reference to section 16-VII.D. regarding documentation of threats of violence under Types of Resident Requested Transfers in 12-III.B.</p>
<p>Chapter 13 Lease Termination</p>	<p>Changed wording to clarify that RRHA must immediately terminate the lease following the death of a sole family member in 13-II.I.</p> <p>Added statements throughout 13-III.B. clarifying that a record of arrest(s) will not be used as the basis of termination or proof that the participant engaged in disqualifying criminal activity.</p> <p>Clarified actions prohibited by VAWA under Other Good Cause in 13-III.C.</p> <p>Added information in 13-III.D regarding lease bifurcation as a means of terminating tenancy of perpetrator under VAWA.</p> <p>Clarified policy language under Consideration of Circumstances in 13-III.E. regarding facts and circumstances RRHA will consider when making a decision to terminate assistance. Added detail regarding appropriate use of a record of arrest.</p> <p>Updated VAWA information for consistency with Federal Register Notice throughout 13-III.F.</p> <p>Revised information for clarity regarding VAWA requirements for lease termination notice in 13-IV.D.</p>
<p>Chapter 14 Grievances and Appeals</p>	<p>Added VAWA required information to Notice of Denial in 14-I.B.</p> <p>Added statement in 14-III.A. affirming that RRHA’s procedure meets all applicable due process requirements and stating that grievance procedure will be incorporated by reference in the lease.</p> <p>Updated 14-III.C. to reflect exclusions from grievance procedure consistent with current HUD regulations.</p> <p>Updated procedures for obtaining a hearing in 14-III.E. to reflect current HUD regulations.</p> <p>Revised procedures for appointment of Hearing Officer and added lease-related requirements in 14-III.F. to reflect current HUD regulations.</p> <p>In 14-III.G., removed and revised information regarding decision without hearing, admissibility of evidence, and conduct at the hearing, to reflect current HUD regulations. Added Limited English Proficiency information.</p> <p>Revised 14-III.G. to state that RRHA will maintain a log of hearing decisions, rather than redacted copies, and to clarify protections of complainant’s rights to judicial proceedings, to reflect current HUD regulations.</p>

<p>Chapter 16 Program Administration</p>	<p>Deleted references to public housing maximum rents on Introduction page.</p> <p>Revised procedure for establishing flat rents, requesting exception flat rents, and review of flat rents in 16-II.B, to reflect current HUD regulations.</p> <p>Deleted section 16-II.C. – Public Housing Maximum Rents.</p> <p>Added information regarding VAWA confidentiality requirements in 16-V.A.</p> <p>Updated definitions in 16-VII.B. to reflect current VAWA definitions. .</p> <p>Added information regarding notice of VAWA rights and VAWA self-certification form in 16-VII.C.</p> <p>Revised to clarify forms of sufficient documentation for individuals making claims of abuse in 16-VII.D.</p> <p>Reworded for clarity regarding confidential information in 16-VII.E.</p> <p>Revised to clarify forms of sufficient documentation for an individual to prove that he or she is a victim in Exhibit 16-1. Updated definitions to add intimate partner and revise definition of stalking.</p>

The Admissions and Continued Occupancy Policy (ACOP), Attachment #2 to Resolution No. 3888 is not included in the Minutes for June 27, 2016, meeting due to the size of the attachment.

The Admissions and Continued Occupancy Policy (ACOP) is retained in the Official Executive Office Board Meeting Files.



Plan Document



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Article II: Purpose

- 2.01 **Creation and Title.** The Employer adopts this Cafeteria Plan as indicated by the Employer signature in Article XI - 11.01, and creates this Cafeteria Plan under the terms and conditions set forth in this Plan Document as well as through the Enrollment Communications that are expressly incorporated by reference into this Plan Document and described in Article XI - 11.06.
- 2.02 **Effective Date.** The original Effective Date of this Cafeteria Plan and the Effective Date of this Plan Document are identified on the Plan Schedule, see Article XI.
- 2.03 **Purpose.** The Plan allows Participants to elect between cash Compensation or certain nontaxable Qualified Benefits Plans maintained by the Employer as identified on the Plan Schedule, see Article XI. The Employer intends that this Plan qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code. Notwithstanding any term in this Plan Document, if any term is found to be in conflict with federal or state law, the term will automatically be amended to comply with the federal or state law.

Article III: Definitions

- 3.01 **Change in Status Event.** A Change in Status Event allows a Participant to revoke or change his/her pre-tax election during the Plan Year, and outside of the scheduled open Enrollment period. The Employer allows all of the Change in Status Events published by the IRS for this type of Plan under 26 CFR 1.125-4, as amended. A Participant who becomes eligible under the Health Insurance Portability & Accountability Act of 1996 ("HIPAA") for coverage under an accident or health benefit offered by the Employer will be allowed to make a consistent election, or election change under this Plan.
- 3.02 **Code.** The Internal Revenue Code of 1986, as amended from time to time.
- 3.03 **Compensation.** All the earned income, salary, wages and other earnings paid by the Employer to a Participant during a Plan Year, including any amounts contributed by the Employer pursuant to a salary reduction agreement which are not includable in gross income under Sections 125, 402(g)(3), 402(h), 403(b) or 457(b) of the Internal Revenue Code.
- 3.04 **Dependent.** For the purpose of the tax advantages available under this Plan, a Dependent is an individual who is a dependent of a Participant within the meaning of Section 152(a) of the Internal Revenue Code, and any child of the Participant to whom IRS Rev. Proc. 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year). For the purposes of the tax advantages available under Qualified Benefit Plans that provide accident and health benefits as defined under Sections 105 and 106 of the Code, a Dependent is determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof and includes any child (as defined in Code § 152(f)(1)) of the Participant who at the end of the taxable year has not attained age 27.
- 3.05 **Effective Date.** The date specified in the Plan Schedule, see Article XI, on which the Plan was first effective, and the date that this Plan Document is in effect.

- 3.06 **Eligible Employee.** An Employee who is eligible to participate in the one or more Qualified Benefits Plans sponsored by the Employer, limited to Employees as defined below who meet the additional requirements in the Plan Schedule, see Article XI, and not including the following:
- (a) Employees who are Non-Resident Aliens (within the meaning of Section 7701(b)(1)(B) of the Internal Revenue Code) who are deriving no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code); and,
- (b) Employees who are self-employed individuals (as described in Section 401(c) of the Internal Revenue Code) including sole proprietors, partners in a partnership, or more than 2% owners of subchapter "S" Corporations. This exclusion applies to the Spouse, children, parents, and grandparents under the Code Section 318 attribution rules.
- An Eligible Employee will also meet any additional conditions and terms as defined in the Enrollment Communication.
- If an Employee is not eligible to participate in this Plan and allowed to participate under any Qualified Benefits Plan, then the Employee cost will be paid with taxable income, and the Compensation will not be reduced by the Employer.
- 3.07 **Employee.** An Employee is a person who is currently or hereafter employed by the Employer, or by any other Employer aggregated under Sections 414(b), (c), (m), (n), or (o) of the Internal Revenue Code and the regulations thereunder, including a leased Employee subject to Section 414(n) of the Code.
- 3.08 **Employer.** The Employer adopting this Plan under Article XI, and any affiliate or subsidiary that, with the consent of the Employer becomes an Employer, by adopting the Plan, or any successor business organization that assumes the obligations of the Employer.
- 3.09 **Enrollment Communication.** The Employer will provide a written Enrollment Communication at open Enrollment and during the Plan Year for midyear enrollees. The Enrollment Communication will provide the specific process for Enrollment in the Qualified Benefits Plans. The Enrollment Communication is expressly incorporated by reference into this Plan Document. Enrolling in a Qualified Benefits Plan will automatically enroll you in the Medical or Medical-Related Premium Plan. There is no separate Enrollment form for the Medical or Medical-Related Premium Plan.
- 3.10 **Participant.** Any person who has been or is an Eligible Employee and who qualifies to participate and enrolls in a Qualified Benefits Plan.
- 3.11 **Plan Year.** Commencing on the first day of the Plan Year and each anniversary thereof, except that the first Plan Year may include a period of fewer than twelve (12) consecutive months. The Plan Year is identified on the Plan Schedule, see Article XI.
- 3.12 **Qualified Benefits Plan.** Employer-sponsored plans that are allowed tax advantages under this Plan pursuant to Section 125(f) of the Internal Revenue Code.
- 3.13 **Spouse.** An individual who is legally married to a Participant but is not separated from a Participant or under a decree of legal separation.

Article IV: Administration

- 4.01 **Employer's Duties.** In addition to any rights, duties or powers specified in this Plan Document, the Employer will have the following rights, duties, and powers:
- (a) to interpret the Plan, to determine the amount, manner and time for payment of any benefits under the Plan, and to construe or remedy any ambiguities, inconsistencies or omissions under the Plan;
 - (b) to adopt and apply any rules or procedures to ensure the orderly and efficient administration of the Plan, and from time to time, amend or supplement such rules and regulations;
 - (c) to determine the rights of any Participant, Spouse, or Dependent to benefits under the Qualified Benefit Plans;
 - (d) to develop appellate and review procedures for any Participant, Spouse, or Dependent denied benefits under the Plan;
 - (e) to maintain records it may require in connection with the proper administration of the Plan;
 - (f) to employ any agents, attorneys, accountants or other parties (who may also be employed by the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;
 - (g) to correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such a manner and to such extent as it shall be deemed expedient to administer the Plan;
 - (h) to amend or terminate this Plan.
- 4.02 **Information to be Provided to the Employer.** The Employer, or any of its agents, will collect employment records of Participants under the Plan. These records will include, but will not be limited to, any information regarding period of employment, leaves of absence, salary history, termination of employment, or any other information the Employer may need for the proper administration of the Plan. A Participant will furnish the Employer the data the Employer reasonably requests to ensure the proper and efficient administration of the Plan, with documentation for items such as proof of relationship as needed.
- 4.03 **Interpreting Plan Terms.** Any interpretation of any provision of this Plan made in good faith by the Employer as to the terms of this Plan is final and will be binding upon the parties.
- 4.04 **Misstatements.** Any misstatement or other mistake of fact will be corrected as soon as reasonably possible upon notification to the Employer and any adjustment or correction attributable to such misstatement or mistake of fact will be made by the Employer as he considers equitable and practicable.
- 4.05 **Review Procedures.** An Employee or his/her authorized representative can appeal a decision made to deny Enrollment in a Qualified Benefits Plan or a decision to disallow an election change by sending a written request for an appeal to the Employer within 60 days of the decision to deny Enrollment or an election change. The appeal will be performed in a manner that does not afford deference to the initial determination and will be conducted by the Employer or designee. A Participant can request, free of charge, reasonable access to, and copies of, all documents and records relevant to the decision. Benefit appeals for denied claims are addressed in the Qualified Benefits Plan descriptions provided by the Employer.
- 4.06 **Rules Apply Uniformly.** The Employer will perform assigned duties in a reasonable manner and on a nondiscriminatory basis, and will apply uniform rules to all Participants similarly situated under the Plan.

- 4.07 **Facility of Payment.** Whenever a Participant who is entitled to receive a benefit under this Plan is under legal disability or is incapacitated to be unable to manage his/her financial affairs, the Employer may make payments to the Participant's legal representative, relative, or for the benefit of such Participant in such manner as the Employer considers advisable. Any such payment of a benefit in accordance with the provisions of this document shall be a complete discharge of any liability for the making of such payment under the provisions of this Plan.
- 4.08 **Information to be Furnished.** Participants shall provide the Employer with such information and evidence, and shall sign such documents, as may be requested reasonably
- 4.09 **Medical Child Support Orders.** The Employer will adhere to the terms of any judgment, decree, or court order (including a court's approval of a domestic relations settlement agreement) which complies with federal or applicable state law. The Employer will comply with the administrative requirements described under 29 USC Sec. 1169 relating to Qualified Medical Child Support Orders (QMCSO), including any federal regulations or state laws relating to the same. On the date coverage is provided as directed by a QMCSO the Employee-parent will become eligible to participate in this Plan in order to pay his/her share of the cost of the coverage on a pre-tax basis.
- from time to time for the purpose of administering the Plan.

Article V: Eligibility and Participation

- 5.01 **Eligibility Requirements.** Each Employee who enrolls in a Qualified Benefits Plan must be eligible to participate in this Plan to receive the tax advantages made available under this Plan. The eligibility for this Plan is set forth in the Plan Schedule, see Article XI.
- 5.02 **Current Employees at the time of Plan inception.** At the time of Plan adoption, all non-excluded Employees who meet the eligibility requirements may participate.
- 5.03 **New Employees.** New Employees engaged for employment after the Plan adoption, who meet the eligibility requirements, may participate in the Plan the next following entry date as indicated in the Plan Schedule, see Article XI.
- 5.04 **Re-employment of Former Employees.** Unless the Employer provides differently in the Enrollment Communications, the treatment of re-employed former Employees shall be as follows. A Participant whose employment terminates and is subsequently re-employed within 30 days of his/her separation of service and within the same Plan Year will immediately rejoin the Plan with the same Benefit elections. Should the Participant return within 30 days of his/her separation of service during the following Plan Year, the Participant will be allowed to change elections through the Plan Enrollment process. A Participant whose employment terminates and who is subsequently re-employed with more than 30 days separation of service will need to re-satisfy Plan eligibility requirements to rejoin the Plan. Any unused reimbursement Benefits Account balance prior to the initial separation of service date will be forfeited.
- 5.05 **Becoming a Participant.** To become a Participant, an Eligible Employee shall enroll in a Qualified Benefits Plan by any application, agreements, or process as may be required by the Employer at the time of Enrollment. The Enrollment Communication provided by the Employer at the time of Enrollment will define the process for becoming a Participant. By completing the Enrollment process, the Employee shall be deemed for all purposes to have agreed to participate and to conform to the Plan requirements. An Employee, electing to participate in the Plan, is choosing to participate for the entire

Plan Year. The annualized sum of salary reduction benefit elections shall constitute a current obligation of the Employee to the Employer. Such obligation may be revoked or changed only when the Employee has experienced and documents a Change in Status Event, when the request is consistent with the event, and notice is provided to the Plan within 30 days.

5.06 **Notification to Employees.** The Employer will communicate (in writing) to all Participants the terms and conditions of this Plan through administrative communications at the time of Enrollment and as needed during the Plan Year. These communications are expressly incorporated by reference into this Plan Document.

5.07 **Termination of Participation.** A Participant will automatically cease to be a Participant on the earliest of the following dates:

- (a) the date on which this Plan or any Qualified Benefits Plan is terminated by the Employer;
- (b) the end of the Plan Year, unless the Participant enrolls in a Qualified Benefits Plan for the next Plan Year;
- (c) the date on which the Participant fails to pay any required premium (including payment by salary reduction);
- (d) when the Participant's employment with Plan Sponsor is terminated this Plan will terminate on the earlier of the day of the termination or the day using the rule stated in the SPD, whether termination is initiated by the Participant or the Plan Sponsor, however the Participants election can continue to be used for one or more of the Qualified Benefit Plans for the specified period of time communicated in the SPD. Participation under each Qualified Benefit Plan is described in the materials provided by the Employer; see Article XI Section 11.6 for a list of plans and literature available from the Employer.

5.08 **Family Medical Leave Act.** The Family & Medical Leave Act of 1993 (29 U.S.C. 2611) as amended, is referred to as FMLA. FMLA Leave will not be available to Employees for Plan Years in which the Employer has 50

or fewer Employees as counted in that Act. For Plan Years in which the Employer has more than 50 Employees, the Employer is required to make FMLA Leave available to Eligible Employees under circumstances that are prescribed by applicable federal law, including a period in which an Employee is off due to the FMLA shall be treated in accordance with the rules for a layoff or a leave of absence and provided to the extent required by the FMLA (e.g., the Employer will continue to pay its share of the contribution to the extent the Participant opts to continue coverage). If the Employer is subject to the FMLA, a Participant may revoke or continue an election through the Plan upon commencement of the FMLA Leave, whether such leave is paid or unpaid. This provision applies in addition to any other right to revoke and reelect benefits under the Plan. Upon return from FMLA Leave, a Participant may be reinstated to all pre-leave elections.

5.09 **Uniformed Services Employment & Reemployment Rights Act (USERRA).** The Employer shall permit Participants to continue benefits elections as required under the Uniformed Services Employment & Reemployment Rights Act and shall provide such reinstatement rights as required by such law.

5.10 **Layoff, Leave of Absences, and Sabbaticals.** Continuation under the Plan may occur in one of the following ways:

- (a) In the case of a planned layoff, an Employee may be able to pre-fund a Qualified Benefits Plan through the end of the planned leave or the end of the Plan Year.
- (b) During the period which the Employee is off and receiving a salary, the pre-tax deductions may continue. If the Employee is not receiving a salary, he/she may continue to fund his/her election with after-tax dollars while on leave. (Payment schedule to be agreed upon between the Employer and Employee prior to the commencement of the leave.)

Article VI: Elections

- 6.01 **Available Benefits.** The Qualified Benefits Plans offered under this Plan are listed on the Plan Schedule; see Article XI. The option for an Employee to make after-tax contributions for certain Qualified Benefits Plans will be communicated by the Employer at the time of Enrollment.
- 6.02 **Election Maximum Amounts.** Each Participant shall elect any combination of the benefits made available. No Participant may choose available benefits costing more than the maximum amount, if any, as indicated in the Qualified Benefits Plan. The maximum election amounts will be included in the Enrollment Communication and the literature available for each Qualified Benefits Plan.
- 6.03 **Failure to Elect.** A Participant failing to complete the Enrollment process on or before the specified due date for the Plan Year, or a midyear enrollee during the Plan Year, shall be deemed to have elected to receive his full Compensation in cash. The Employer will communicate any applicable Enrollment deadlines in writing at the time of Enrollment.
- 6.04 **Effective Periods for Elections.** The election must be made by each Participant prior to the commencement of each Plan Year, and shall be irrevocable except as provided for in a Change in Status Event that would allow an election change. Participants may not carry over any unused contributions or available benefits from one Plan Year to a subsequent Plan Year unless the Plan Schedule indicates that the Plan has incorporated the Grace Period or the Plan document includes a limited Carryover for the Medical-Related Expense Reimbursement Benefit Plan. Further, Participants may not use any contributions from one Plan Year to purchase any available benefits that will be provided in a subsequent Plan Year.
- 6.05 **Change in Status Events.** No Participant in the Plan will be allowed to alter or discontinue the Participant's benefits elections during a Plan Year except when due to and consistent with a Change in Status Event. These Status Events include the Change in Status Events described in Notice 2014-55 that allow a Participant to revoke his/her election of coverage under the group health plan to enroll in Exchange coverage. Enrollment requests must be made within 30 days of the Change in Status Event and be consistent with the event. Notwithstanding, an Employee can make a prospective change to a Health Savings Account (HSA) election under this Plan during the Plan Year without having a Change in Status Event.
- A Change in Status Event allows a Participant to change his/her contribution election during the Plan Year, and outside of the scheduled open Enrollment period. The Employer has elected to allow all of the Change in Status Events published by the IRS for this type of plan. An unpermitted election change will cause the elected benefit to be included in a Participant's gross income and can disqualify the Plan from tax preferred status.
- Upon the occurrence of a Change in Status Event, the Participant will notify the Employer within 30 days and complete the forms provided by the Employer. The Employer can require additional documentation for evidence of the event. The new election will be effective prospectively and will apply only to those benefits accruing to the Participant, the Participant's Spouse, or the Participant's Dependents after the effective date of the election change. With respect to an election change under the special Enrollment period provisions of HIPAA, "timely submitted" will mean submitted no later than the last day of such special Enrollment period.

Non-Discrimination. The Plan is not intended to discriminate in favor of highly compensated individuals or key Employees as to eligibility to participate or contributions and benefits as required by the Code. The Employer may exclude or limit certain highly compensated individuals from participation in the Plan, in the Employer's

judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules. The Employer can make necessary adjustments to Employee contributions during the Plan Year to assure that the Plan passes the required discrimination tests.

Article VII: Contributions

7.01 **Employer Contributions.** The Employer will contribute out of its general assets the amounts necessary to meet its obligations under the Plan. Unless the Employer provides differently in the Enrollment Communication or separate Plan Documents for the various Qualified Benefits Plans, there are no segregated funds established to collect or maintain the contributions. Contributions to the Plan for any Plan Year will be limited to the amounts necessary to pay for the Qualified Benefits Plans elected by the Participants.

The Employer may provide additional contributions in the way of cash or spending credits that can be used for any Qualified Benefits Plan, or used in a limited manner as defined by the Employer. The Employer may make defined contributions to specific Qualified Benefit Plans. The Enrollment Communications will include the amount of any Employer contribution, the rules defining how the Employer contributions can be used by the Participants, and any limitations on the use of Employer contributions. Employer contributions will continue to be provided while on approved FMLA Leave to the same extent provided to an Employee actively at work.

7.02 **Employee Salary Reductions.** The Participant shall agree to reduce his/her Compensation from the Employer by such amounts as are necessary to provide for those Qualified Benefits Plans which the Participant has elected. "Employee" salary reduction amounts are "Employer" contributions for purposes of Internal Revenue Code Section 125 and its applicable regulations. No Participant shall have, by virtue of the Plan, any interest in any specific asset or

assets of the Employer. A Participant has only an unsecured contractual right to receive the benefits defined and limited by the Qualified Benefits Plans.

7.03 **Administrative Fees.** The Employer may charge the Employee reasonable cafeteria plan administrative fees. If any administrative fees are required, the Enrollment Communication will include the amount of the administrative fee and whether it is with held from the Employee's salary reduction.

7.04 **Increases or Decreases in Premium.** The Employer reserves the right to increase the Participant's share of any Premiums and decrease the Employer's share by a like amount. The Employer will notify Participants prior to raising the Participant's obligations. If the premium or required contribution for any Qualified Benefits Plan increases or decreases during the Plan Year, a Participant's contributions will increase or decrease automatically in an amount sufficient to pay for such increase or decrease. However, in the case of an increase in premium, if a similar benefit is offered under the Plan at the time of said increase, the Participant may select such similar benefit rather than pay the increase.

The Employer reserves the right to reduce the Participant's share of any Premiums and increase the Employer's share by a like amount. The duration of this "Premium Holiday" is at the Employer's discretion and will be communicated by the Employer. As this is considered to be temporary, Participants are not considered to have incurred a Change in Status should the Employer invoke this option.

Article VIII: Records and Reports

- 8.01 **Responsibility.** The Employer shall exercise authority and responsibility to comply with the Plan relating to Participant records, balances, and benefits payable under this Plan. The Employer also shall be responsible for all Plan reporting and disclosure requirements.
- 8.02 **Examination of Records.** The Employer will make each Participant's records under the Plan available for his/her examination at reasonable times and during normal business hours.

Article IX: Plan Termination

- 9.01 **Plan Termination.** The Plan or any portion of the Plan shall be subject to termination at any time by the Employer, provided however, that such termination shall not affect any right or claim arising under the Plan prior to termination. Any unclaimed funds shall become payable as the Employer may direct. Such direction may include, but not be limited to a continuation of the Plan in order to pay balances in accordance with elected benefits.
- 9.02 **Rights to Terminate.** In accordance with the procedures set forth in this section, the Employer may terminate the Plan at any time. In the event of a dissolution, merger consolidation, or reorganization of the Employer, the Plan shall terminate unless the Plan is adopted and continued by a successor to the Employer in accordance with the resolution of its Board of Directors.

Article X: Plan Construction

- 10.01 **Taxation.** The Employer intends that this Plan be in compliance with Section 125 of the Internal Revenue Code, and therefore, the Employer may deduct the amount paid for the benefits provided from federal income and employment taxes. This Plan has not been submitted to the Internal Revenue Service, and there is no assurance that the intended tax benefit under this Plan will be realized. Neither the Employer nor its designated representatives makes any commitment or guarantee that any amounts elected or paid for the benefit of a Participant will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax penalties and interest which may be imposed by the Internal Revenue Service with respect to these benefits.

- 10.02 **Adoption by Related Organizations.** Upon the approval of the Employer, this Plan may be adopted by any organization in affiliation with the Employer. For the purpose of this Plan affiliated organizations are described in Section 414(b), (c) or (m) of the Internal Revenue Code. The adopting organizations shall execute and deliver to the Employer a supplemental agreement providing for the adoption of this Plan and such other documents as the Employer deems necessary or desirable. The provisions of this Plan shall be applicable to such organization to the extent provided in the supplemental agreement.
- 10.03 **Uniform Exercise of Powers.** In the exercise of any of its powers, duties and discretion under this Plan, and within the scope of its authority, and in all of its acts, decisions, and determinations hereunder, the Employer shall at all times act in good faith and in a non-discriminatory manner and shall follow a consistent policy on comparable issues. All Employer actions and determinations shall be duly recorded. All such records, together with such other documents as may be necessary for the administration of this Plan, shall be preserved. Decisions regarding any Employer-disputed questions relative to the rights of a Participant hereunder and upon all matters within the scope of its authority shall be final and binding on all parties in interest.
- 10.04 **Construction.** No provision of this Plan shall be construed to conflict with any Treasury Department, Department of Labor, or Internal Revenue Service Regulation, Ruling, Release, or Proposed Regulation or other order which affect, or could affect, the terms of the Plan. This Plan will be in compliance with any changes related to the Internal Revenue Code. This 125 Plan is not subject to the Employee Retirement Income Security Act of 1974 (ERISA); however the Qualified Benefits Plans offered by the Employer can be subject to ERISA. Refer to the Qualified Benefits Plan for details.
- 10.05 **Entire Document.** This document, including any appendices or supplements thereto, shall constitute the entire and complete document, and as such shall govern the rights, liabilities and obligations of the Plan, except as the Plan may be modified.
- 10.06 **Severability.** In the event any provisions of this document shall be held illegal or invalid for any reason by law or a court of competent jurisdiction, said illegality or invalidity shall not affect the remaining provisions included herein either initially, or beyond the date said provisions are first held to be illegal or invalid, provided the basic purposes hereof can be affected through the remaining valid and legal provisions.
- 10.07 **Benefits Provided through Third Parties.** In the case of any benefit provided through a third party, such as an insurance company, pursuant to a contract or policy with such third party, if any conflict or inconsistency exists between the description of benefits contained in this Plan and such contract or policy, then the terms of such contract or policy shall control.
- 10.08 **Rights Against the Employer.** Neither the establishment of the Plan, nor any modification thereof, nor any distribution hereunder, shall be construed as giving to any Participant or any person whomsoever any legal or equitable rights against the Employer, its shareholders, directors, or officers, as such, or as giving any person the right to be retained in the employ of the Employer.
- 10.09 **Successor-Businesses.** Unless this Plan be sooner terminated, a successor to the business of the Employer, by whatever form or manner resulting, may continue this Plan by appropriate supplemental agreement.

Article XI Plan Adoption and Schedule

11.01 **Employer Adoption.** By signing this Plan Document, the Employer identified below represents that it has formally adopted this Cafeteria Plan.

Employer: _____

By: _____

Printed: _____

Title: _____

11.02 **Plan Year.** The Plan Year is from

_____, 20 ___ to

_____, 20 ___.

There is a short Plan Year beginning

_____, 20 ___ and ending

_____, 20 ___.

(If left blank, there is no short Plan Year.)

11.03 **Effective Date.** This Cafeteria Plan was

originally effective on _____,

20 ___. This Cafeteria Plan has been

created or restated by this Plan Document

effective _____, 20 ___.

11.04 **Eligible Employee.** An Employee who meets the definition of an Eligible Employee, 3.06, and the requirements in this part 11.04, can enroll in this Plan by completing the process outlined in the Enrollment Communications.

An Eligible Employee must be regularly scheduled to work _____ hours per week in order to enroll in this Plan. Part-time Employees working fewer hours are not Eligible Employees.

Description of Excluded Employees

Union. Employees who are included in the unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives, provided benefits were the subject of good faith bargaining and two percent or less of the Employees of the Employer who are covered pursuant to that agreement are professionals (as defined in Treasury regulation Section 1.410(b)-9). For this purpose, the term "Employee Representatives" does not include any organization more than half of whose members are Employees who are owners, officers, or executives of the Employer.

___ Excluded
___ Eligible
___ Not applicable

Seasonal Employees regularly working less than

___ months within a year.

___ Excluded
___ Eligible
___ Not applicable

Employees under ___ years of age.

___ Excluded
___ Eligible
___ Not applicable

11.05 **Commencement of Participation.** An Eligible Employee can enroll in this Plan at the annual open Enrollment period or upon completion of the employment requirement identified below:

___ No wait, on the date of hire
___ 30 days after the date of hire
___ 60 days after the date of hire
___ 90 days after the date of hire
___ First of the month after the date of hire
___ First of the month after 30 days of continuous employment
___ First of the month after 60 days of continuous employment
___ Other _____

11.06 Qualified Benefits Plans. The Plan Documents and Summary Plan Descriptions identified in the chart below are expressly incorporated by reference into this Plan Document and provide specific description of each of the benefits available through the plan, including the periods during which the benefits are provided (the periods of coverage if different from the Plan Year for this Plan), and the Plan's rules governing participation.

The following Plans are offered under this Cafeteria Plan:

Check if offered under this Plan:	Qualified Benefits Plans	Available Plan Documents or Summary Plan Description (SPD)
_____	Medical or Medical-Related Premium for a group health plan. (This can include an imbedded or standalone dental/vision plan.)	A Medical or Medical-Related Premium SPD will be provided by the Employer within 90 days of Enrollment and upon request.
_____	Health Savings Account (HSA)*	Details will be provided in the Enrollment Communication.
_____	Non-Employer-Sponsored Premium Account Plan for individual health plans (NESP).	See Appendix A.
_____	Medical or Medical-Related Expense Reimbursement Benefit (Health FSA).	See Appendix B. A Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of Enrollment and upon request.
_____	Non-Excepted Medical or Medical-Related Expense Reimbursement Benefit (Health FSA)	See Appendix D. A non-excepted Medical or Medical-Related Expense Reimbursement Benefit SPD will be provided by the Employer within 90 days of enrollment and upon request.
_____	Dependent Care Benefit.	See Appendix C.
_____	Supplemental Insurance (Voluntary Indemnity Plans).	Details will be provided in the Enrollment Communication.
_____	Disability Insurance Premium (Employee Only) - Pre-taxing Employee contributions will make benefits paid taxable compensation.	Details will be provided in the Enrollment Communication.
_____	Voluntary/Group Term Life Insurance **	Details will be provided in the Enrollment Communication.

NOTES

* A Participant is required to make an election before the start of the Plan Year, or before the first day of his/her coverage, showing the amount contributed to an HSA tax free under this Plan. A Participant will be able to change his/her HSA election for any month in the Plan Year regardless of whether the Employee can show a Change in Status Event.

** The cost of excess coverage as determined in Table I, published by the IRS, will be imputed income. Excess coverage is any amount over a \$50,000 benefit.

COBRAToday COBRA Administration
DirectPay Health Reimbursement Arrangements (HRA)
FlexSystem Flexible Spending Accounts (FSA)
ERISAEdge ERISA Compliance
FMLAMatters FMLA Administration
Form 5500 Preparation
Funded HRA
GiveBack
HIPAA Compliance
Health Savings Accounts (HSA)
Medicare Part D
Non-Discrimination Testing
PayPath Payroll Services
PCORI

PART II: TERMS AND CONDITIONS

THIS PART II TO THE LEASE AGREEMENT, hereinafter referred to as “Terms and Conditions” is between the City of Roanoke Redevelopment and Housing Authority, (RRHA) and Tenant named in Part I of this Lease (Tenant). [966.4 (a)]

1. Lease Term and Rent _____ / _____

- a. Unless otherwise modified or terminated in accordance with the provisions of this Lease, the Term shall be for twelve months. The Term will be automatically renewed for the same period, except, RRHA may not renew the Lease if any adult household member has violated the requirement for performance of community service or participation in an economic self-sufficiency program. [966.4 (a)(2)(i)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by RRHA in compliance with HUD regulations and requirements and in accordance with the then current RRHA’s Admissions and Continued Occupancy Policy [966.4 (c)].

- b. The Rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by RRHA in accordance with paragraph 6 of Part II or other applicable provisions of this Lease.

Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. Rent may include utilities as described herein and includes all maintenance services due to normal wear and tear 966.4 (e)(1) & (3)].

When RRHA makes any change in the amount of Rent, RRHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by RRHA. If Tenant asks for an explanation, RRHA shall respond in a reasonable time [966.4 (c)(4)].

- c. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the leased Unit by Tenant and other household members listed on Part I the Lease, including reasonable accommodation of their guests [24CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests or any Other Person Under Tenant’s Control, inside the unit as well as anywhere on or near RRHA premises [24 CFR 966.4(f)].

With the prior written consent of RRHA, members of the household may engage in legal profit making activities in the Unit [966.4(d)(1) & (2)].

This provision permits reasonable accommodation of Tenant's guests or visitors for a period no longer than fourteen (14) consecutive days or a total of 30 cumulative calendar days during any 12 month period. A Tenant’s family must notify RRHA when overnight guests will be staying in the unit more than 3 days. Permission may be granted, upon written request to the Manager, for an extension of this provision [966.4 (d)(1)].

Guests who represent the unit address as their residence address for receipt of benefits or any other purpose will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

- d. Ability to comply with Lease terms: If, during the Term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and RRHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, RRHA will assist Tenant, or designated member(s) of Tenant's household or Emergency Contact to find more suitable housing and move Tenant from the Unit. If there are no

such person(s) who can or will take responsibility for moving Tenant, RRHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify an Emergency Contact to be contacted if they become unable to comply with lease terms.

2. Other Charges _____/_____

In addition to Rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of charges are specified in Part I of this Lease Agreement. Additionally, other charges may include [966.4 (b)(2)]:

- a. Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the Unit, common areas or grounds beyond normal wear and tear, caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. When RRHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by RRHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to RRHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [966.4 (b)(2)].
- b. Excess Utility Charges --At developments where utilities are provided by RRHA, a charge shall be assessed for excess utility consumption according to RRHA's current posted schedule. This charge does not apply to Tenants who pay their utilities directly to a utility supplier [966.4 (b)(2)].
- c. Late Charges - - The Tenant agrees that all rent and other charges are due and payable in advance on the first day of each month. Payments which are not received by RRHA by the close of business on the fifth calendar day of the month will be considered delinquent. The tenant agrees to pay a ten dollar (\$10.00) late charge if all rent and other charges due on the first of each month are not received by RRHA by the close of business on the fifth (5th) calendar day of the month. RRHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to Rent are due no sooner than two weeks after Tenant received RRHA's written notice of the charge. Payments which are late will be accepted by RRHA with reservation.
- d. Returned Check Charges - - If the Tenant pays rent and other charges with a check that is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of ten dollar (\$10.00) will be charged to the Tenant. The fee will be due and payable 14 days after billing. RRHA shall require Tenant to pay by certified check or money order if Tenant's bank has returned one or more personal checks unpaid within 12 months.

3. Payment Location _____/_____

Rent and other charges must be paid at the Management Office of the apartment complex in which the Tenant resides. Rent must be paid by check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by certified check or money order.

4. Security Deposit _____/_____

- a. Tenant Responsibilities: Tenant agrees to pay, upon occupancy, a Security Deposit equal to \$100.00. The dollar amount of the Security Deposit is noted on Part I of this Lease [966.4 (b)(5)].
- b. RRHA's Responsibilities: RRHA will use the Security Deposit plus any interest earned at the termination of this Lease:
 - (1) To pay the cost of any Rent or any other charges owed by Tenant at the termination of this Lease.
 - (2) To reimburse the cost of cleaning or repairing any damages to the apartment and any equipment on the premises beyond normal wear and tear to the Unit caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.

- (3) If the Tenant transfers to another unit, RRHA will transfer the security deposit to the new unit. The Tenant will be billed for any maintenance or other charges due for the “old” unit.

The Security Deposit may not be used to pay Rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated and RRHA has inspected the Unit.

The return of a Security Deposit shall occur within 30 days after Tenant vacates the Premises. RRHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes RRHA with a forwarding address. If any deductions are made, RRHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on the Security Deposit which Management holds for thirteen (13) months or longer.

5. Utilities and Appliances [966.4 (b)(1)] _____/_____

- a. **RRHA Supplied Utilities:** If indicated by an (X) on Part I, RRHA will supply the indicated utility. RRHA will not be liable for the failure to supply any utility service for any cause whatsoever beyond RRHA’s control. The charges for excess utility consumption are not due and collectible until two weeks after RRHA gives written notice of the charges. Notices of excess utility charges will be mailed quarterly and are considered notices of adverse action under this Lease.

If indicated by an (X) on Part I of the Lease, RRHA will provide a cooking range and refrigerator. Other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of RRHA [966.4(b)(2)].

- b. **Tenant-paid Utilities:** If Tenant resides in a development where RRHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of Unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, RRHA will pay a Utility Reimbursement each month [5.632].

RRHA may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant 60 days written notice of the revised Utility Allowance along with any resultant changes in Rent or utility reimbursement [965.473 (c)].

If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the entire bill to the supplier. If Tenant's actual utility bill is LESS than the Utility Allowance, Tenant shall receive the benefit of such savings.

- c. **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by RRHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [966.4 (f)(8)]. Tenant also agrees to abide by any local ordinance or RRHA Policy restricting or prohibiting the use of space heaters.

6. Hearing Officer Selection Policy: _____/_____

The RRHA will provide an informal hearing before a Hearing Officer or designated substitute. The Hearing Officer or designated substitute will not be any person who made or approved the determination under review or a subordinate of those persons, but may be an officer or employee of the RRHA. Such individuals do not need legal training. The RRHA Executive Director or designee will appoint the Hearing Officer subject to the requirements herein. When the term Hearing Officer is used throughout the Grievance Procedure, this refers to the Hearing Officer or designated substitute.

When available, a panel comprised of the RRHA Hearing Officer and a resident/participant in RRHA’s assisted housing programs will conduct the hearing. To serve on a hearing panel,

residents or participants must be in good standing with regard to Public Housing lease requirements or HCV program obligations and have no relationship to the person or family who has requested the hearing. RRHA will consult with resident organizations before appointing residents or participants to serve on a hearing panel.

7. Redetermination of Rent, Dwelling Size and Eligibility: _____/_____

Monthly Rent as shown in Part I of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular Rent determination, unless there is a change in household income or household composition, Rent formulas or procedures are changed by Federal law or regulation.

- a. **Annual Recertification of Rent:** RRHA will conduct an annual reexamination of income, family composition and community service requirement compliance at least once a year for all Tenants paying income-based rent. RRHA will conduct a reexamination of family composition at least annually and an annual review of community service requirement compliance for families who pay flat rent and must conduct a reexamination of family income at least once every three (3) years [24 CFR960.257(a)(2)]. Tenant agrees to supply RRHA, when requested, with accurate information about household composition, age of household members, income and source of income of all household members, assets, community service activities and related information necessary to determine eligibility, annual income adjusted income, Rent, and whether the family is overcrowded or over-housed according to RRHA policy. Failure to supply such information when requested is a serious violation of the terms of the Lease and RRHA may terminate the lease. All information must be verified. Tenant agrees to comply with RRHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [24 CFR 966.4 (c)(2)].

When RRHA determines the amount of Rent payable by Tenant or determines that Tenant must transfer to another Unit based on household composition, RRHA shall notify Tenant that Tenant may ask for an explanation stating the specific grounds of RRHA's determination and that, if Tenant disagrees with RRHA's determination, Tenant may request a hearing under RRHA's Grievance Procedure. This determination will be made in accordance with the then current Admissions and Continued Occupancy Policy, which is publicly posted in the Site Manager's Office and available there for examination by Tenant during RRHA's normal business hours. A copy of such policy may be furnished on request at the expense of the person making the request.

- b. **Family Choice of Payment:** RRHA must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, RRHA must provide the flat rent information along with the income based rent information annually. At the time of leasing or as part of the recertification process, the family must complete and sign the Family Choice of Payment.
- c. **Flat Rents [24 CFR 960.253(b)]:** There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by RRHA is the amount the family pays. Changes in family income, expense, or composition will not affect the flat rent amount because it is outside the income-based formula.
- d. **Interim Reexamination of the Rent:** The Tenant agrees to report any change in family composition or earned income, including new employment to the Management Office in which they reside or the Management Office responsible for their community within ten (10) calendar days of the occurrence of such a change. Based on the type of change reported, RRHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from RRHA. This time frame may be extended for good cause with RRHA approval. RRHA will accept

required documentation by mail, by fax or in person. Failure to report a change within the required time frame, or failure to provide all required information within the required time frame will result in a retroactive Rent charge. (Information with respect to any other addition to Tenant's household shall be provided to RRHA in advance as required by Part I of Lease.) This Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the Unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the household for the size Unit it is currently occupying. Rent will not change during the period between regular reexaminations unless, during such period, any of the following takes place:

- a. Change in household composition.
 - b. Increase in earned income, including new employment.
 - c. For families receiving the Earned Income Disallowance (EID), RRHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income and at the conclusion of the second 12 month exclusion period (50 percent phase-in period)
 - d. If the family has reported zero income, RRHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.
 - e. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), RRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
 - f. If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification and third-party verification becomes available.
 - g. Rent formulas or procedures are changed by Federal law or regulation.
 - h. It is necessary to correct an error in a previous reexamination or in response to an intentional, negligent or fraudulent statement regarding family composition or income.
 - i. A Tenant may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. RRHA will process the request if the family reports a change that will result in a reduced family income.
- e. **Changes in Rent will be made as follows:**
- (1) Tenant agrees to pay any increase in Rent resulting from an interim reexamination or an annual recertification on the first of the month following a 30 day notice to the Tenant. If a Tenant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.
 - (2) A decrease in Rent resulting from a decrease in household income will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have come effective, the change will be made retroactively.
 - (3) Tenant agrees to pay any increase in Rent resulting from the implementation of changes in Rent computation or increases due to changes in regulations, policy or procedures required by the United States Department of Housing and Urban Development.
 - (3) In the case of a Rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in earned income, including new employment (after a reduction in Rent per the Flat Rent Policy), the Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.
- f. **Transfers** [966.4 (c)(3)]
- (1) **Emergency Transfers:** If a dwelling unit is damaged to the extent that it poses an immediate, verifiable threat to the life, health or safety of the Tenant or Tenant family members that cannot be repaired or abated within 24 hours, RRHA will provide temporary accommodations to the Tenant by arranging for temporary lodging. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time,

RRHA will transfer the Tenant at RRHA's expense to the first available and appropriate unit after the temporary relocation.

(2) RRHA Required Transfers:

- (a.) Tenants without disabilities that are housed in an accessible Unit with special features agree to transfer at RRHA's expense to a Unit without such features within 30 days when either a current Tenant or an applicant needs the features of the units and there is another unit available for the non-disabled family.
- (b.) RRHA may require a Tenant to transfer when an annual recertification indicates that there has been a change in family composition, and the Tenant household size has changed and the Tenants household is now too large (overcrowded) or too small (over-housed) for the unit occupied. If the Tenant was initially placed in an inappropriately sized unit at lease-up, where the Tenant is over-housed, to prevent vacancies, the Tenant agrees to transfer to a unit of an appropriate size based on RRHA's occupancy standards, when RRHA determines there is a need for the transfer at the Tenant's expense.
- (c.) RRHA will relocate Tenant into another Unit at RRHA's expense if it is determined necessary for disposition, revitalization, rehabilitate or demolish Tenant's Unit.
- (d.) Tenants who reside at the Villages at Lincoln agree that when the five (5) year lease period expires, or in the event the Tenant is in breach of the terms of their Contract for Participation, or chooses not to participate in the Self-Sufficiency Program, the Tenant will be required to vacate from the Village at Lincoln. If the Tenant and household members are unable to find other suitable housing, Tenant and household members agree to transfer to another public housing development at the Tenant's expense.
- (e.) A RRHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, RRHA may not take action on the transfer until the conclusion of the grievance process.
- (f.) The reasonable costs of transfers paid by RRHA, include the cost of packing, moving and unloading. Rather than reimbursing the family for eligible, reasonable expenses related to the move, RRHA will either complete the move, or make arrangements and pay for the move.

(3) Tenant Requested Transfer: RRHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

7. RRHA Obligations [966.4 (e)] _____/_____

- a. To maintain the Unit and the Development in decent, safe and sanitary condition; [966.4 (e)(1)]
- b. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- c. To make necessary repairs to the Unit; [966.4 (e)(3)]
- d. To keep Development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by RRHA; [966.4 (e)(5)]
- f. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- g. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the Unit is not required to be equipped for that purpose, or where heat or hot water is

generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]

- h. To notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another Unit, change in amount of Rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When RRHA is required to afford Tenant the opportunity for a hearing under RRHA Grievance Procedure for a Grievance concerning a proposed adverse action:
- (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with Code of Federal Regulations Part 966 shall constitute adequate notice of proposed adverse action. See paragraph 13 of this Lease.
 - (2) In the case of a proposed adverse action other than a proposed Lease termination, RRHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the Grievance process has been completed. [966.4 (e)(8)]

8. Tenant's Obligations: _____/_____

NOTICE: UNDER THIS LEASE, TENANT SHALL BE HELD RESPONSIBLE FOR THE ACTIONS OF PERSONS WHO ARE NOT MEMBERS OF TENANT'S HOUSEHOLD IF SUCH PERSONS ARE GUESTS OF TENANT OR GUEST OF A MEMBER OF TENANT'S HOUSEHOLD OR OTHER PERSON(S) UNDER TENANT'S CONTROL. VIOLATION OF THIS LEASE BY SUCH PERSONS SHALL RESULT IN TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

IF THE PROHIBITED ACTIONS INVOLVE CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, GUESTS, OR OTHER PERSONS UNDER TENANT'S CONTROL, ARREST OR CONVICTION FOR SUCH ACTIONS IS NOT NECESSARY FOR SUCH ACTIONS TO CONSTITUTE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

a. Tenant shall be obligated:

- (1) Not to assign the Lease or sublease the Unit [966.4 (f)(1)].
- (2) (a) Not to give accommodation to boarders or lodgers [966.4 (f)(2)].
 (b) Not to give accommodation to long-term Guests (in excess of 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.) without the advance written consent of RRHA. A Tenant's family must notify RRHA when overnight guests will be staying in the unit more than 3 days.
 (c) Not to give accommodations to any former Tenant previously evicted from another RRHA Development or Property.
- (3) To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose [966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodation of such persons conforms to RRHA's occupancy standards, and so long as RRHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the Unit [966.4 (d)((3)(i)].
- (4) To abide by necessary and reasonable regulations publicized by RRHA for the benefit and well being of the Development and Tenants. These regulations shall be posted in a conspicuous manner in the Property Manager's Office. Violation of such regulations constitutes a violation of the Lease [966.4 (f)(4)].
- (5) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household [966.4 (f)(5)].
- (6) To keep the Unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes removing snow and keeping front and rear entrances and walkways of the Unit free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement will be made for Tenants who have no household members able to perform such tasks because of age or disability [966.4 (g)].

- (7) To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by RRHA [966.4(f)(7)].
- (8) To refrain from, and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from, littering or leaving trash and debris in common areas.
- (9) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [966.4(f)(8)].
- (10) To refrain from, and to cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control, to refrain from destroying, defacing, damaging, or removing any part of Unit or Development [966.4 (f)(9)].
- (11) To take every reasonable precaution to prevent fires.
- (12) Not to install in the Unit other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., without written approval of RRHA.
- (13) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Unit, Development buildings, facilities, or common areas caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control [966.4(f)(10)].
- (14) To act and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to act in a manner that will:
 - (a) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (b) Be conducive to maintaining all RRHA developments in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (15) (a) To assure that no Tenant, member of Tenant's household or Guest engages in:
 - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
 - (ii) Any drug-related criminal activity on or off the Premises.
 1. To assure that no Other Person Under Tenant's Control engages in:
 - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
 - (ii) Any drug-related criminal activity on the Premises.
 2. To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other residents.
 3. Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug, or controlled substance as defined in the Controlled Substances Act [21 U.S.C. 802].
- (16) To make no alterations or repairs or redecorations to the interior of the Unit or to the equipment, nor to install additional equipment or major appliances without written consent of RRHA. To make no changes to locks or install new locks on exterior doors without RRHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers accepted) without authorization by RRHA.
- (17) To give prompt prior notice to RRHA, in accordance with paragraph 14, Notices And Notice Procedures, of Tenant's leaving Unit unoccupied for any period exceeding one calendar week.
- (18) To act in a cooperative manner with neighbors and RRHA Staff. To refrain from and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from acting or speaking in an abusive or threatening manner toward neighbors and RRHA staff.
- (19) Not to display, use, or possess or allow Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Virginia anywhere on the Premises or other property, developments or complexes owned or managed by RRHA.
- (20) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.

- (21) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Unit.
- (22) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the Unit, except in accordance with regulations set forth by RRHA with the written approval of RRHA.
- (23) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from RRHA.
- (24) To refrain from, and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Unit except in accordance with RRHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (25) To remove from RRHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by RRHA. Any inoperable or unlicensed vehicle as described above will be removed from RRHA property at Tenant's expense. Automobile repairs are not permitted on RRHA development or property.
- (26) To use reasonable care to keep his/her Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY RRHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER UNIT**, and of known unsafe or unsanitary conditions in the Unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (27) (a) Not to commit any fraud in connection with any Federal housing assistance program, and
 - (b) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (28) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (29) For each adult in Tenant household to perform at least 8 hours per month of qualifying community service (as specified by RRHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (30) Not to knowingly or intentionally violate school truancy laws by failing to take reasonable measures to encourage and promote school attendance by all school-aged members of Tenant's household.
- (31) Not to engage in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
- (32) Not to engage in family abuse as defined in Virginia Code Section 16.1-228.
- (33) Tenant is responsible for any personal belongings, which are damaged or destroyed by natural disaster or other, circumstances which are beyond the control of RRHA. RRHA will not be liable for any damage or injury to the person or property of Tenant, Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused or contributed to directly or indirectly by or from any interruption of utilities, defects in structure, appliances, electrical wiring, plumbing, heating or by fire, smoke, water, wind, or acts of nature or other occurrences unless such injury, loss or damage is caused by the negligence of RRHA. RRHA will not be responsible for any accident, assault, burglary, vandalism or other crimes to Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. All goods and chattels placed or stored in or about the Premises are at the risk of Tenant. RRHA strongly recommends that Tenant secure renter's insurance to protect against such loss, damage or injury.

9. Abandonment of The Premises; Abandoned Property and Furnishings _____/_____

Tenant shall be presumed to have abandoned the Premises if Tenant is absent from the Premises for eight (8) consecutive days from date of discovery by RRHA of Tenant's absence, and Tenant has not notified RRHA in writing in advance of an intended absence as provided in this Lease. If the Premises are abandoned, this Lease shall be deemed terminated on the date RRHA determines abandonment to have occurred, and RRHA may re-lease the Premises.

If any items of personal property are left in the Premises, after this Lease has terminated and the Premises have been delivered to RRHA, or after RRHA deems that an abandonment of the Premises has occurred, RRHA may consider such property to be abandoned. RRHA shall issue a termination notice to the tenant in accordance with Va. Code Section 55-248.38:1, which includes a statement that any items of personal property left in the premises would be disposed of within the twenty-four hour period after termination. Upon expiration of said 24 hour period, RRHA may dispose of the abandoned property as RRHA deems fit or appropriate. The tenant shall have the right to remove [TENANT'S] personal property from the premises at reasonable times during the twenty-four hour period after termination. During the twenty-four hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord shall not have any liability for the risk of loss for such personal property. Any funds received by RRHA on disposition of the abandoned property shall be applied to pay any amounts due RRHA by Tenant, including the reasonable costs incurred by RRHA in selling, storing or safekeeping the property. RRHA shall treat any funds remaining after such application as security deposits are treated hereunder.

RRHA RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE OR NEXT OF KIN EXECUTES THE PROPER RECEIPTS REQUIRED BY RRHA FOR TENANT'S PERSONAL PROPERTY.

Such property shall be handled, stored and (if necessary) disposed of as provided above for abandoned property, and all storage costs incurred by RRHA shall be repaid by Tenant prior to the removal of the property.

Tenant agrees to supply RRHA with Emergency Contact Sheet, which designates an adult person as Tenant's agent to be responsible for removal of Tenant's personal property in the event of the death or incapacity of Tenant, or in the event that this Lease is terminated by RRHA and Tenant is otherwise unavailable. The Emergency Contact Sheet is attached hereto and incorporated herein by reference.

10. Defects Hazardous to Life, Health or Safety [966.4 (h)] _____/_____

In the event that the Unit is damaged to the extent that conditions are created that is hazardous to the life, health, or safety of the occupants:

a. RRHA Responsibilities:

- (1) RRHA shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (2) RRHA shall offer Tenant a replacement Unit, if available, if necessary repairs cannot be made within a reasonable time. RRHA is not required to offer Tenant a replacement Unit if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused the hazardous condition. [966.4 (h)(3)]
- (3) In the event RRHA, as described above cannot make repairs, and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of Rent shall occur if Tenant rejects alternative accommodations or if Tenant, any member of Tenant's household, Guest or any Other Person under Tenant's Control caused the damage. [966.4 (h)(4)]
- (4) If RRHA determines that the Unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease

shall be terminated, and any Rent paid will be refunded to Tenant less any deductions for Rent or any other charges owed by Tenant

b. Tenant Responsibilities:

- (1) Tenant shall immediately notify the Property Manager of the damage and intent to abate Rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating Rent. [966.4 (h)(1)]
- (2) Tenant agrees to continue to pay full Rent, less the abated portion agreed upon by RRHA, during the time in which the defect remains uncorrected.
- (3) Tenant shall accept any replacement Unit offered by RRHA.
- (4) Tenant agrees to immediately notify the RRHA of any damages to the premises causing a hazard to life, health, or safety. The Tenant agrees to notify RRHA of damages to the Tenant's apartment and of unsafe conditions in the common areas and grounds of the apartment community.
 - (a) Tenant will immediately notify RRHA of any smoke detector malfunction.
 - (b) Tenant agrees to properly maintain the unit to prevent mold and mildew. Tenant acknowledges that it is necessary for Tenant to keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Tenant agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the ventilation or air-conditioning ducts in the Units. Tenant also agrees to report immediately to RRHA:
 - (i) Any evidence of water leak or excessive moisture in the Unit as well as in any storage room, or other common area;
 - (ii) Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
 - (iii) Any failure or malfunction in the ventilation or air-conditioning system in the Unit; and
 - (iv) Any inoperable windows or doors.
 - (c) Tenant further agrees that Tenant shall be responsible for damage to the Unit and RRHA property as well as personal injury to Tenant and member of Tenant's household directly resulting from Tenant's failure to comply with these terms.
 - (d) The tenant agrees not to block any window, door, or electrical breaker box.
 - (e) Tenant agrees not to create tripping hazards from the installation of cable, telephone or computer wires.
 - (e) Tenant agrees to pay for fire damage to the Unit or RRHA property caused by any fire, which the Roanoke City Fire Department determines in its official reports, was due to the negligence or fault of the Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.

11. Move-in and Move-out Inspections _____/_____

- a. Move-in Inspection: RRHA and Tenant or representative shall inspect the Unit prior to occupancy by Tenant. RRHA will give Tenant a written statement of the condition of the Unit, both inside and outside, and note any equipment provided with the Unit. The statement shall be signed by RRHA and Tenant and a copy of the statement retained in Tenant's folder. RRHA will correct any deficiencies noted on the inspection report, at no charge to Tenant. [966.4 (i)]
- b. Move-out Inspection -- RRHA will inspect the Unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to RRHA. [966.4 (i)]

12. Entry of Premises During Tenancy _____/_____

a. Tenant Responsibilities—

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of RRHA will be permitted to enter Tenant's dwelling during reasonable hours (8:30 A.M. to 5:00 P.M.) for

the purpose of performing routine maintenance, making improvements or repairs, inspecting the Unit, or showing the Unit for re-leasing. [966.4 (j)(1)]

- (2) When Tenant calls to request maintenance on the Unit, RRHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Unit when RRHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

b. RRHA's Responsibilities—

- (1) RRHA shall give Tenant at least 48 hours written notice that RRHA intends to enter the Unit. RRHA may enter only at reasonable times. [966.4 (j)(1)]
- (2) RRHA may enter Tenant's Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Tenant and all adult members of the household are absent from the Unit at the time of entry, RRHA shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit. [966.4 (j)(3)]

13. Termination of Tenancy and Eviction _____/_____

a. HUD requires RRHA to terminate the lease if:

- (1) A Tenant or any member of Tenant's household fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- (2) A Tenant or any member of Tenant's household submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- (3) A member of Tenant's household, as determined by RRHA has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit;
- (4) For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated;
- (5) A Tenant or any member of Tenant's household fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age;
- (6) Failure by Tenant to accept RRHA's offer of a lease revision to an existing lease with written notice of the offer to Tenant of the revision at least 60 calendar days before the lease revision is scheduled to take effect and when the offer specifies a reasonable time limit within that period for acceptance by the Tenant;
- (7) A Tenant or any member of Tenant's household has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing; and
- (8) Failure of an adult family member to comply with Community Service and Economic Self-Sufficiency requirements. NOTE that this is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.

b. RRHA may terminate or refuse to renew this Lease only for serious or repeated violations of material terms of this Lease such as the following:

- (1) Failure to make payments due under this Lease;
- (2) Repeated late payment, which shall be defined as failure to pay the amount of Rent or other charges due by the fifth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- (4) Failure to fulfill other obligations of Tenant as set forth in this Lease; or
- (5) For other good cause.

c. Other good cause includes, but is not limited to, the following:

- (1) Criminal activity or alcohol abuse as provided in paragraph d below;

- (2) **If Tenant or any member of the Tenant's household becomes subject to a registration requirement under a state sex offender program;**
 - (3) Discovery after admission of facts that made Tenant ineligible for residency;
 - (4) Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income;
 - (5) Failure of a nonexempt family member residing in a HOPE VI Development (Villages at Lincoln) to comply with Community Service requirements;
 - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations with respect to rent, eligibility, or the appropriateness of dwelling size;
 - (7) Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by RRHA that such a dwelling unit is available;
 - (8) Failure to permit access to the unit by RRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
 - (9) Failure to inform RRHA of the birth, adoption or court-awarded custody of a child within 10 business days of the event;
 - (10) Failure to abide by the provisions of RRHA pet policy;
 - (11) Tenant has breached the terms of a repayment agreement entered into with RRHA;
 - (12) Tenant or a member of the Tenant's household has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
 - (13) Tenant or a member of the Tenant's household has engaged in or threatened violent or abusive behavior toward RRHA personnel.
 - (14) Tenant or a member of the Tenant's household has purposely disengaged the unit's smoke detector. Only one warning will be given. A second incident will result in lease termination.
- d. Termination of tenancy for criminal activity or alcohol abuse.
- (1) Evicting Drug Criminals.
 - (a) Methamphetamine Conviction. RRHA shall immediately terminate the tenancy if RRHA determines that Tenant or any member of Tenant's household has ever been convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of any federally assisted housing.
 - (b) Drug crime on or off the Premises. Drug related criminal activity engaged in on or off the Premises by any Tenant, any member of Tenant's household or Guest, and any such activity engaged in on the Premises by any Other Person Under Tenant's Control is grounds for RRHA to terminate tenancy. In addition, RRHA may evict a Tenant and every member of Tenant's household when RRHA determines that a household member is illegally using a drug or when RRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.
 - (2) Evicting Other Criminals.
 - (a) Threat to other residents. RRHA shall immediately terminate the tenancy for any criminal activity by Tenant, any member of Tenant's household, Guest, or any Other Person Under Tenant's Control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises by other residents, including employees of RRHA, except that:
 - (i.) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
 - 1 Notwithstanding subparagraph 13.c.(2)(a.), RRHA may bifurcate (divide) the Lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical

- violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.
- (ii.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property amount the household members in cases where a family breaks up.
 - (iii.) Nothing in subparagraph 13.c.(2)(a.) limits any otherwise available authority of RRHA to evict the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provide that RRHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determination whether to evict or terminate.
 - (iv.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA to terminate the tenancy of any Tenant if RRHA can demonstrate an actual and imminent threat to other tenants, to RRHA employees, or to those providing services to the Premises if the Tenant's tenancy is not terminate.
- (b) Fugitive felon or parole violator. RRHA may terminate the tenancy if Tenant or a member of Tenant's household, is fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, (or in the case of the State of New Jersey, is a high misdemeanor), or violating a condition of probation or parole imposed under Federal or State law.
 - (c) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
 - (d) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in family abuse within the meaning of Virginia Code Section 16.1-228.
- (3) Eviction for Criminal Activity.
- (a) Evidence. RRHA will evict Tenant for criminal activity if a preponderance of the evidence indicates that Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control has engaged in the criminal activity, REGARDLESS of whether an arrest or conviction has been made for such activity and without satisfying the standard of proof used for a criminal conviction.
 - (b) Notice to Post Office. When RRHA evicts a Tenant or a member of the Tenant's household for criminal activity, RRHA must notify the local post office serving the Premises that the Tenant or a member of the Tenant's household is no longer residing on the Premises.
- (4) Evicting Alcohol Abusers. RRHA may terminate the tenancy if RRHA determines that a Tenant or a member of Tenant's household has:
- (a) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents; or
 - (b) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- e. Exclusion of Household Member. RRHA may require Tenant to exclude a household member in order to continue to reside on the Premises, where that household member has participated in or been culpable for action or failure to act that warrants termination.
 - f. RRHA's Consideration of Decisions to Terminate Tenancy
 - (1) Consideration of Circumstances. RRHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by Tenant in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which Tenant has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

- (2) Consideration of Rehabilitation. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, RRHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, RRHA may require Tenant to submit evidence of the household member's current participation in or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- g. Tenant's Termination of Tenancy. Tenant agrees to provide RRHA at least thirty (30) calendar days' advance written notice of their intent to vacate the Premises and terminate this Lease. Upon termination of this Lease, Tenant agrees that the Unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and RRHA accepts the Unit. Tenant agrees that RRHA will promptly remove any personal property left on the Premises or the Development when Tenant abandons or surrenders the Premises. If the Tenant fails to notify RRHA that s/he has vacated the premises and does not turn in keys, the Tenant will continue to be held responsible for the dwelling unit and will be charged rent through the date RRHA obtains possession of the premises.

14. Notices And Notice Procedures _____/_____

- a. RRHA shall notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action may include but is not limited to lease termination, transfer of Tenant to another Unit, or imposition of late charges or charges for maintenance and repair or for excess consumption of utilities.)
- b. When RRHA must afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination sent in accordance with this Lease shall constitute adequate notice of the proposed adverse action. In the case of a proposed adverse action other than a lease termination, RRHA shall not take the proposed action until the time for Tenant to request a Grievance hearing has expired and, if a hearing was timely requested by Tenant, the Grievance process has been completed.
- c. Notices given by RRHA to Tenant shall be in writing and shall be either (i) delivered to Tenant or to an adult member of Tenant's household residing in the Premises or (ii) sent by prepaid first-class mail properly addressed or, at RRHA's option, by certified or registered mail, return receipt requested. Any first-class mailing so addressed and not returned to RRHA shall be deemed received by Tenant.
- d. Notices given by Tenant to RRHA shall be in writing and shall be either (i) delivered to the Management Office of the Development or the central office of RRHA or (ii) sent by prepaid first-class mail addressed to RRHA at 2624 Salem Turnpike, N.W., Roanoke, Virginia 24017.
- e. If Tenant is visually impaired, all notices from RRHA to Tenant shall be in a format accessible to Tenant.
- f. NOTICE OF LEASE TERMINATION. RRHA shall give Tenant Written Notice of Lease Termination. The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform Tenant of Tenant's right to make such reply as Tenant may wish. These notices may be combined into one document. When RRHA is required to afford Tenant the opportunity for a Grievance hearing, the notice shall also inform Tenant of Tenant's right to request a hearing in accordance with RRHA's Grievance Procedure. RRHA shall provide Tenant a reasonable opportunity to examine, at Tenant's written request, before a Grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of RRHA, and which are directly relevant to the termination of tenancy or eviction. Tenant shall be provided a copy of any such document at Tenant's expense.
- (1) The length of the notice shall be as follows:
- (a) 14 days in the case of failure to pay Rent;
 - (b) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days), if:
 - (i) the health or safety of other tenants, RRHA's employees, or persons residing in the immediate vicinity of the Premises is threatened; or

- (ii) any member of the household has engaged in any criminal activity; or
- (iii) any member of the household has been convicted of a felony; or
- (iv) 30 days in any other case.
- (c) 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
- (2) Lease Termination Where Grievance Procedure Not Required. When RRHA is not required to afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure, the notice of lease termination shall:
 - (a) State that Tenant is not entitled to a Grievance hearing on the termination.
 - (b) Specify the judicial eviction procedure to be used by RRHA for eviction of Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 - (c) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the Premises by other tenants or employees of RRHA or any criminal activity or drug-related criminal activity on or off such Premises.
- g. Tenant Responsibility-- Any notice to RRHA must be in writing, delivered to the Property Manager's Office or to RRHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- h. RRHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the Unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- i. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- j. If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

15. Eviction Only By Court Action: RRHA may evict Tenant from the Unit only by complying with eviction procedures established by Virginia law. _____/_____

16. Waiver: No delay or failure by RRHA in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. _____/_____

17. Housekeeping Standards: In an effort to improve the livability and conditions of the apartments owned and managed by RRHA, uniform standards for resident housekeeping have been developed for all tenant families. _____/_____

- a. RRHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. RRHA will inspect each Unit at least annually, to determine compliance with the standards. Upon completion of an inspection RRHA will notify Tenant in writing if he/she fails to comply with the standards. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. RRHA will provide proper notice to Tenant of lease violation or the specific correction(s) required. A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and shall result in termination of tenancy in accordance with the Admissions and Continued Occupancy Policy.
- b. Tenant responsibility: Tenant is required to abide by the standards Housekeeping Standards attached. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

Housekeeping Standards: Inside the Apartment _____/_____

General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.

- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating Units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Unit.
- (9) Entire Unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom--

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the Unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

Housekeeping Standards: Outside the Apartment

The following standards apply to family Developments and scattered sites only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (34) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (35) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the Unit.
- (36) Steps (front and rear): should be clean, and free of hazards. Nothing but yard furniture is allowed on porches
- (37) Sidewalks: should be clean and free of hazards.
- (38) Storm doors: should be clean, with glass or screens intact.
- (39) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (40) Hallways: should be clean and free of hazards.
- (41) Stairwells: should be clean and uncluttered.
- (42) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (43) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS, ALL AS EVIDENCE BY TENANT’S SIGNATURE ON PART I HEREOF

Print Tenant Name _____ **Tenant Signature** _____ **Date** _____

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