

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Portland Housing Authority</u> PHA Code: <u>ME003</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2011</u>																										
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>992</u> Number of HCV units: <u>1754</u>																										
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																										
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																										
	<table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) Included in the Consortia</th> <th rowspan="2">Programs Not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1:						PHA 2:						PHA 3:					
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5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.																										
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: See Attachment I – Revised Mission and Vision Statement December 2010																										
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.																										
6.0	PHA Plan Update Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <p style="text-align: center;">See Attachment II – 2011 ACOP Summary of Changes & Attachment III – 2011 Adm. Plan Summary of Changes</p> (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Main Administrative Office – 14 Baxter Boulevard Portland, ME PHA web site: www.porthouse.org City of Portland Housing & Community Development Office 189 Congress Street, Portland, ME Community rooms of larger PHA developments																										
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> <p style="text-align: center;">See Attachment IV – Homeownership And Project-based vouchers</p>																										
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.																										
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.																										
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.																										
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.																										
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.																										

9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p>

11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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Attachment I – Revised Mission Statement - December 2010

Portland Housing Authority December 2010

Mission Statement:

Together with its community partners, the PHA provides and expands affordable housing and services that improve quality of life, build community, enhance safety and promote personal success for the people we serve and the neighborhoods in which they reside.

PHA's Vision for 2015:

- **Investment in PHA Properties:**

By 2015, a comprehensive capital needs assessment for each PHA property will have been completed. Also, a plan for continued investment in each property will be determined including the type of investment (renovate, redevelop, convert) and the identification of financial resources. More specifically, plans for the redevelopment of priority properties, including Riverton Park and Front Street will be completed and implementation will have begun.

- **Affordable Housing Development:**

By 2015, PHA will be actively pursuing affordable housing development to create 50 new housing units for homeless families and individuals, and another 50 new units for a variety of low income households. The development of a large scale affordable rental housing project for the elderly will be planned.

- **Rental Subsidies:**

By 2015, PHA's rental subsidy program will continue to maximize the number and utilization of vouchers from the HCV Program, including Project Based Voucher Program, VASH Voucher Program and other special allocations that become available. PHA will continue to "project-base" a percentage of its vouchers to assist with development of new affordable housing opportunities for priority populations.

- **Regional Opportunities:**

By 2015, cooperative agreements with other housing authorities in the region have been signed for the administration of a variety of services, including administration PHA's Voucher Programs using a common wait list for the greater Portland area.

- **Community Partners:**

By 2015, PHA has expanded the number and scope of community partners we work with to provide services to our residents and voucher holders, to help them achieve stability and success.

- **Agency Operations:**

By 2015, PHA continues to be recognized throughout the State as a financially secure, humane housing organization with a strong and active Board of Commissioners and a capable senior staff.

Attachment II

**Portland Housing Authority
2011 Agency Plan
Changes Effective July 2011
Admission and Continued Occupancy Plan (ACOP)
And
Dwelling Lease**

ACOP Changes:

Chapter 2: Eligibility for Admission

Section E. Other Eligibility Criteria

This change adds language to advise applicants of PHA's new Smoke-Free Housing Policy adopted with the new ACOP, and found in Section 9 Leasing as well as Attachment 9 Smoke-Free Housing Lease Addendum.

Section F. One Strike Policy

This change clarifies PHA can deny admission to any Registered Sex Offender who is subject to a lifetime registration requirement, regardless of when the registration law went into effect in 1999.

Section G. Screening for Suitability

This change recognized emancipated minors over 16 years old as eligible for admission as a head of household, consistent with Maine law and the Housing Choice Voucher program.

Chapter 4: Tenant Selection and Assignment Plan

Section B. Waitlist Preferences

Local Preferences: A.1. Disabled applicants (head of household age 18 or older) will be added to elderly applicants (head of household age 62 or older) as the first preference for properties designed and build for the elderly. This change insures the ACOP is correct and consistent with our operating procedure, and in compliance with federal law that required persons with disabilities and the elderly to be treated the same when applying for public housing.

Chapter 7: Verification Procedures

Section A. Acceptable Methods of Verification

This change is required to comply with PIH Notices 2010-09 and 2010-19 around Enterprise Income Verification (EIV). New policy detail six methods of verification and adds preference to the verification hierarchy, giving EIV and Upfront Income Verification (UIV) verifications the strongest preference.

Section D. Verification of Income

This change details the six methods of verifying income from employment, social security, unemployment, welfare, general assistance, alimony and child support.

Section E. Income from Assets

This change details the six methods of verifying income from savings account interest and dividends.

Chapter 9: Leasing

Section G. Rent Collection Policy

Language has been added to support the current Lease and details the amount and when a landlord is permitted to charge late fees consistent with Maine law, an amount equal to 4% of one month's rent (TTP) after the rent has become 15 days late. Further, new policy requires all rent and sundry payments be made at the property site

offices, and establishes a no cash policy. Sundry charges will be collected consistent with PHA's rent collection policy.

Section H: Schedule of Special Charges

These changes to the Schedule of Special (Resident) Charges as referenced in Section 6. G. of the Dwelling Lease, specify how much residents will be charged for typical cleaning and damage charges upon move-out. These move-out charges are communicated to families at move-in and at the time they give notice of intent to vacate, to reinforce PHA's expectations around returning the apartment clean and undamaged.

Section L: PHA's Smoke-Free Housing Policy

This is a new section that details PHA's Smoke-Free Housing Policy, and requires all residents sign and abide by Attachment 9 Smoke-Free Housing Lease Addendum.

Chapter 12: Lease Terminations

Section B. Termination by Housing Authority

These changes are necessary to follow HUD's final rule on the Violence Against Women Act (VAWA) 24 CFR Parts 5, 91, 880, et al, which specifies threats of domestic violence must be imminent, and PHA may determine a true victim through third-party documentation when there are multiple allegations of domestic violence against more than one household member. These changes include VAWA's definition of an imminent threat, and require PHA seek alternatives to eviction including transferring the victim to another unit, barring the perpetrator from the premises, and increasing police presence.

Chapter 14: Family Debts to the PHA

Section A. Debts Due to Fraud or Non-Reporting

These changes are necessary to define retroactive rent as rent that becomes due around non-reported income including fraud, and families are required to enter into a repayment agreement or their tenancy will be terminated, consistent with HUD Notice PIH 2010-19 (HA).

Section B. Repayment Agreements for Families Due to Non-Reporting of Income

These changes set forth repayment terms consistent with HUD Notice PIH 2010-19 (HA) whereby the monthly retroactive rent repayment amount shall equal 10% of the family's adjusted income to be affordable, since the family will continue to pay 30% of the household's adjusted income as current rent. The retroactive rent payment may be adjusted if the household income increases or decreases.

Dwelling Lease Changes:

Paragraph 3 Payments Due Under the Lease

Paragraph 3B. This change specifies rent is payable at the property site offices, and cash is not an acceptable form of payment.

Paragraph 3C. This change makes the existing lease consistent with Maine law whereby late fees can be charged after rent is 15 days late, at a rate of 4% of the monthly rent payment.

Paragraph 4 Recertification of Rent, Dwelling Size and Eligibility

Paragraph 4E. This change adds language whereby residents agree to enter into a repayment agreement per paragraph 5 for any retroactive rent due.

Paragraph 5 Repayment Policy

These changes are consistent with the changes made to Chapter 14 of the ACOP- Family Debt to the PHA. 30-day extension of rent agreements are discontinued.

Paragraph 11 Damage and Repair

Damage and sundry charges are due upon receipt by the tenant.

Paragraph 13 Pre-Occupancy and Pre-Termination Inspections

These changes refer to the schedule of damage and cleaning charges at move-out, found in Attachment 5 of the ACOP.

Paragraph 17 Provisions of the Violence Against Women Act (VAWA)

These changes are consistent with HUD's final rule on the Violence Against Women Act (VAWA) 24 CFR Parts 5, 91, 880, et al, which specifies threats of domestic violence must be imminent.

Paragraph 28 Acknowledgement

This additional language requires families acknowledge receipt of the following Lease Addenda: Motor Vehicle and Parking Policy Lease Addendum, Schedule of Resident Charges Addendum, Pet Policy (where applicable), Lead Based Paint Disclosure, Public Housing Anti-Fraud Policy, Flat Rent Schedule and Smoke Free Housing Lease Addendum.

Attachment III

CHANGES TO
SECTION 8 PROGRAMS ADMINISTRATIVE PLAN

II. EFFECTIVE JULY 2011

Attached are copies of the proposed revisions and other changes to the Portland Housing Authority Section 8 Administrative Plan. All chapters were reviewed and minor corrections were made to the following: old references or instructions no longer applicable; changes to wording, organization of chapters, and clarification of meaning.

Any new HUD regulations have been incorporated into the Administrative Plan as mandatory program requirements. Certain new discretionary policies have been incorporated and changes to existing discretionary policies made.

Chapter 6 page 34: Financial Hardship Defined: *Comment: We believe there is a need to define this kind of hardship as there are a number of individuals who cannot or won't pay the \$50. Some of the landlords are foregoing any eviction action for non-payment of rent because they acknowledge this issue. The burden of paying the additional to the landlord is not material to the amount of HAP paid each month.*

An individual may not have the ability to work or seek work nor appreciate the necessity to access income for which they might be eligible. In order to qualify for this exemption, the Director of Housing Services will consult with the individual and/or with a contact person designated by the individual to discuss housing matters (i.e. a case manager, clinician, physician, therapist, family member, or friend listed on the HUD Form 92006 or an agency or medical release of confidentiality form) and determine if such an exemption applies. The Director of Housing Services will seek approval of the exemption from the Executive Director or his/her designee.

Chapter 8 page 60: Expirations: *Comment: By changing the date to the Briefing date provides voucher coverage of the time during which the family could find and lease-up a new unit, overlapping with the final month of their present unit. Overlapping is allowed under HUD regulations.*

The Voucher is valid for a period of at least sixty calendar days from the date of issuance. The issuance date of the Voucher will begin on the vacate date from the unit or the date of the briefing whichever is earlier.

Chapter 8 page 61: Extensions: *Comment: Extensions beyond 120 days requires a Reasonable Accommodation for a person with a disability*

Any extensions of an additional 60 days can be approved by the Housing Officer. Any extensions after 120 days will be determined by the Director or his/her designee.

Chapter 12 page 84: Interim Reexamination Policy: *Comment: The exemption is a response to the same individuals referred to in the new Financial Hardship Defined (5) above.*

The HA may conduct interim reexaminations when families have an increase/decrease in income. The HA will conduct quarterly interim reexaminations on all families that have zero or sporadic income. If a zero income family has a waiver under Chapter 6: Financial Hardship Defined (5) only regular annual re-examines will be done if the income status of the family remains unchanged between annual dates.

Chapter 6 page 39: Minimum Income: *Comment: Same as above* Those families who were granted a waiver under Financial Hardship Defined (5) will be required to complete a written certification at least annually. Additional certifications may be required of these families at anytime at the discretion of the Director.

Chapter 9 page 66: Information to Owners: *Comment: We are allowed to give families' current addresses and prior addresses to landlords upon request. A victim under VAWA or a witness in hiding should be accorded this security measure.*

Under no circumstances will current information be given out on a family who is being housed under a provision of VAWA or a witness protection program.

Chapter 9 page 67: Information for Owners: The HA may also provide the following information, based on documentation in its possession if requested in writing by a prospective landlord and allowed under a Release of Information form signed by the family:

Eviction history

Damage to rental units

Other aspects of tenancy history

Drug Trafficking by family members

The information will be provided based on information over the last 3 years. The information will be provided in writing. Only the Housing Officer or Director may provide this information. No person will be allowed to actually view a tenant file in order to preserve the security of certain EIV information and other family information.

Chapter 10 page 71: Special/complaint Inspections: The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials and as a result of a move-out whether under eviction or not, if requested by the family or the owner.

Chapter 10 page 73: Air Quality: Maine State Law requires all residential buildings to be tested for radon emissions. All buildings must be certified in 2012. PHA will collect certifications as submitted voluntarily by owners during the interim years, and require certification beginning in 2012 as part of the HQS requirements under Section 8 programs. Radon certifications are valid for ten (10) years.

Chapter 12 pages 82-83: Failure to Respond to Notification to Recertify: *Comment: This is a rewrite of policy to deal consistently and in a timely manner with families who do not respond to recertification appointments.* The written notification states that all adults in the family are required to attend the scheduled interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with PHA, PHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will take steps to contact the family in the form of a warning letter from the Director to solicit their cooperation. If the family does not respond to this warning letter request the family the Director will send a notice of termination and offer the family an informal hearing.

If the family does not respond to the letter of termination during the period of time in which a Hearing can be requested, the Director will notify the family of PHA's intent to terminate.

If the family should respond to the annual recertification request before the anniversary date and before the termination letter has been sent the family will be allowed to continue the process. No 30-day notice is required.

The Director or designee may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointments or the person claims mitigating circumstances as a result of a disability or of Limited English Proficiency.

Chapter 15 page 97: Mandatory Denial or Termination of Assistance: *Comment: States have been making changes in what constitutes placement on a Life-time Sex Offender list. The DOJ system is consistently accurate and available for checking applicants in all states.*

The PHA must permanently deny assistance to applicants or terminate assistance to current participants if any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program as posted on the Department of Justice Sex Offender or any State Sex Offender internet, search engine.

Chapter 18 pages 111-112: Payment Agreements for Families: *Comment: We have rewritten our Admin Plan policy to conform to our newly devised procedures and policies in response to HUD regulations written to mandate efforts for the recovery of money owed HAs.*

A Payment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

An initial down payment in any amount will be accepted but is not required. The balance of the debt will be repaid at a monthly rate of 3% of adjusted monthly income (rounded to the nearest dollar) per month or \$25 per month whichever is greater.

The HA may renegotiate the terms of the Payment Agreement if there is a decrease or increase in family income. If there is a significant increase in family income the HA may contact the family and request the Payment Agreement be renegotiated using the same payment guidelines above. If there is a decrease in family income the family may request the HA to renegotiate the Payment Agreement using the same payment guidelines above unless the family can provide justification that such a payment is unaffordable.

If the family fails to comply with the repayment agreement the assistance will be terminated. The family will not be afforded a request for an Informal Hearing. Entry into the repayment agreement was a result of a determination by PHA of the family's violation of improper or fraudulent reporting of family income and the acceptance of the repayment agreement by the family as an alternative to termination of assistance.

Guidelines for Repayment Agreements

Payment Agreements will be executed between the HA and the head of household. Payment Agreements will be due on or before the 15th of each month.

Late Payments - A payment will be considered to be late if:

The payment has not been received by the close of the business day on the 15th day of the month that is due. The HA will send a Payment Agreement Reminder letter to all current participants whose payments are late. Failure to bring the account up to date by the 15th of the following month may result in termination of assistance.

If the 15th day of the month is on a weekend or holiday, the due date will be at the close of the following business day.

A Payment Agreement may be considered to be in default when it is in arrears for one day.

Moving with Continuous Assistance

If the family requests a move to another unit and has a Payment Agreement in place and the Payment Agreement is not in arrears the family will be allowed to move with continued assistance

If the repayment agreement is not current and the Direction has waived enforcement of the termination of assistance a move can be approved under the following causes:

Family size exceeds the HQS maximum occupancy standards

The HAP Contract is terminated due to owner non-compliance or opt-out

A natural disaster or some other occurrence not a result of family member behavior.

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the HA:

PHA may enter into a new repayment agreement for the sum of both debts or at the discretion of the Director require immediate payment of money owed or terminate the assistance of the family.

The HA may enter into a Payment Agreement if the family is not a current participant in a Section 8 Program in order to retrieve as much money as possible due PHA. However, a payment agreement of this type may not make the family eligible for assistance under a Section 8 Program or any other housing assistance program with PHA or any other HA.

Attachment IV
Portland Housing Authority
2011 Annual Plan
7.0 (d) Homeownership &
7.0 (e) Project-based Vouchers

7.0 (d) Homeownership

The Portland Housing Authority (PHA) administers a Voucher Homeownership (HOV) Program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR Part 982. The Portland Housing Authority does not limit the number of families who can participate in the HOV program. The discretionary eligibility criteria for participation in PHA's HOV program are as follows:

- The family has not caused any violations of HUD's Housing Quality Standards within the previous 12 months.
- The family has been an active and continuous participant in the PHA HCV Program for at least 9 months.
- The family does not owe money to the PHA or any other HA.
- The family has not committed any serious or repeated violations of a PHA Public Housing Lease within 3 years of the date of the family's VoH application.

Other criteria affecting eligibility in PHA's HOV program are:

- A continuing HCV participant who is moving with HCV assistance under portability to PHA and has not been approved for homeown-ership by the issuing housing authority, must meet the initial requirements above.
- A current HCV participant who has been approved for homeowner-ship by another Housing Authority and who chooses to utilize the family's HOV assistance within PHA's jurisdiction; and the issuing housing authority does not wish to administer that Voucher under their own HOV program is immediately eligible for the VoH program.
- If any family member was an adult member of a family that defaulted on a mortgage obtained through Homeownership the family is barred from receiving future HOV assistance.

The PHA has demonstrated its capacity to administer the program by requiring that financing for purchase of a home under its Voucher Homeownership program will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

The Portland Housing Authority has partnered with the following pre-established programs since July 1, 2001:

United States Department of Agriculture Rural Development – Cumberland County

- Provide subsidized low interest rate loans for low income homebuyers and extended loan terms

Peoples Regional Opportunity Program (PROP) – Portland

- Offers the HUD approved Homebuyer Education Course

Consumer Credit Counseling Services (CCCS) – South Portland

- Offers the HUD approved Homebuyer Education Course

- Credit Repair Resource
- Offers Budgeting Education Classes

TD BankNorth

- Offers a comparable low interest rate FHA/VA loan.

City of Portland Housing and Neighborhood Services

- Has a funded HOME program that provides down payment, closing cost and home repair assistance for first-time homebuyers in Cumberland County

Westbrook Housing Authority

- Offers condos for sale to eligible low-income homebuyers partnering with USDA and PROP

Bangor Savings

- Is an approved Maine Housing lender, offering low interest loan rates for first time homebuyers.

7.0 (e) Project-based Vouchers

As in the past, Portland Housing Authority (PHA) will consider “project-basing” Housing Choice Vouchers (HCVs) for new projects from time to time as the need exists within its community. This is done to maximize the affordability of housing for special populations. Portland Housing Authority’s use of Project-Based Vouchers (PBVs) is consistent with and supports the Consolidated Plan for the City of Portland. PHA manages its PBV program by implementing relevant sections of CFR 24 Parts 982 and 983.

As of January, 2011 PHA has provided 164 Project-Based vouchers from its HCV portfolio for thirteen (13) different projects for the development of permanent affordable housing for the homeless, persons with disabilities, and other underserved people.

VIOLENCE AGAINST WOMEN ACT (VAWA)

Updated April 2011

Portland Housing Authority's goals, objectives, policies and programs that will enable the Authority to serve the needs of adult and child victims of domestic violence, dating violence, sexual assault, and stalking include:

The Portland Housing Authority (PHA) implemented VAWA to insure that victims of domestic violence could either maintain their current housing with PHA or be provided with alternative affordable housing opportunities that best fit the needs of the victim(s). PHA employs various solutions within the guidelines set forth in the Admission and Continued Occupancy Policies (ACOP) for Public Housing and the Administrative Plan for the Section 8 Rental Assistance Programs. Some of these solutions are:

- Eviction from Public Housing or termination of Section 8 assistance for perpetrators of such acts so the victim(s) may remain in their home.
- Transfer the victim(s) from one Public Housing development to another a reasonable distance away from their present home.
- Make administrative transfers of the victim(s) from Public Housing to the Housing Choice Voucher (HCV) program so the victim(s) can find safe housing at an undisclosed location away from public housing.
- Allow for portability of Voucher assistance provide mobility of the victim(s) to an undisclosed location in other cities, counties and states throughout the country.

These solutions are often supported through and with cooperation of various agencies. These agencies include:

- Family Crisis Services through the Maine Coalition to End Domestic Violence
- Community Counseling Inc.
- Preble Street Resource Center
- Portland Police Department of Victim Advocate Services
- Pine Tree Legal Assistance, Inc.
- Other Housing Authorities

These agencies play an important role to insure the victim(s) remain safe by helping them implement their legal and security options and receive medical, counseling, and/or emergency housing services as needed.

PHA has made training sessions available to all Public Housing Managers, Section 8 Managers and front line staff. These training sessions deal directly with ways to recognize and to respond to incidents of domestic violence. Staff from Family Crisis Services, Pine Tree Legal, the Maine Human Rights Commission and PHA have organized and presented these trainings. Furthermore Property Managers work closely with the PHA Community Policing Coordinator to recognize incidents and reports that may indicate the potential for an escalation in violence in the future. In these cases services can be introduced and resident education can take place. Section 8 staff members participate in monthly "hot spot" meetings which may provide information about police calls to units throughout Portland that house Section 8 clients. Section 8 staff members work closely with other housing authorities to accept the portability of HCV assistance for victims who need to relocate to other jurisdictions.

PHA works diligently to reduce and prevent acts of domestic violence. When such acts occur, PHA reacts quickly and proactively to insure the safety and well-being of their housing residents and clients.

PHA regularly updates its VAWA related policies to reflect changes in Federal, State, and/or local law that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Specifically, in April 2011 Portland Housing Authority made the following changes to comply with the new Federal VAWA rules and regulations:

Chapter 12: Lease Terminations

Section B. Termination by Housing Authority

These changes are necessary to follow HUD's final rule on the Violence Against Women Act (VAWA) 24 CFR Parts 5, 91, 880, et al, which specifies threats of domestic violence must be imminent, and PHA may determine a true victim through third-party documentation when there are multiple allegations of domestic violence against more than one household member. These changes include VAWA's definition of an imminent threat, and require PHA seek alternatives to eviction including transferring the victim to another unit, barring the perpetrator from the premises, and increasing police presence.

Dwelling Lease Changes:

Paragraph 17 Provisions of the Violence Against Women Act (VAWA)

These changes are consistent with HUD's final rule on the Violence Against Women Act (VAWA) 24 CFR Parts 5, 91, 880, et al, which specifies threats of domestic violence must be imminent.