

Housing Authority of the City of Frostburg

101 Meshach Frost Village | Frostburg, MD 21532 | (P) 301-689-9700 | (F) 301-689-5125

December 4, 2019

Dana Johnson

Baltimore Field Office
Bank of America Building--Tower II
100 South Charles Street
5th Floor
Baltimore, MD 21201

Ms. Johnson;

Please find the 2020 Frostburg Housing Authority Qualified PHA 5-year Plan comprised of the following documents:

- HUD-50077-CR
- HUD-50077-SL with summary attachment
- HUD-50075-5Y with attachments
 - HUD-50075.2
 - VAWA Policy

If there are any questions or concerns with the completed submission, please contact me at abaker@frostburghousing.org or at the office at 301-689-9700. Thank you for your patience with my delayed submission. I am still learning the many aspects of Public Housing, including the various reports to be completed and submitted.

Sincerely,



Ashley Richards, MSW, C-PHM

Executive Director



Board of Commissioners

Sylvia White, Chair | Kevin Grove, Vice Chair | Joan Davis | Joe Saweikis



Civil Rights Certification
(Qualified PHAs)

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

Civil Rights Certification

Annual Certification and Board Resolution


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

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

HOUSING AUTHORITY OF THE CITY OF FROSTBURG
PHA Name

MD008
PHA Number/HA Code

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

Name of Authorized Official	Title
ASHLEY RICHARDS	EXECUTIVE DIRECTOR
Signature 	Date
	12/4/2019

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

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

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

I, Ashley Richards, the Executive Director
Official's Name *Official's Title*

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

Housing Authority of the City of Frostburg
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

Frostburg, Allegany County, Maryland
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

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

See Summary Attached

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

Name of Authorized Official	Title
Ashley Richards	Executive Director

Signature	Date
	12/4/2019

Maryland's Consolidated Plan's three main goals of 1) to provide decent housing; 2) to provide a suitable living environment, and; 3) to expand economic opportunities. The four main focus areas for the goals are 1) Increasing affordable rental housing, 2) Promoting home ownership for first time home buyers, 3) Community Revitalization, 4) Reducing homelessness, supportive housing for vulnerable populations, chronically homeless, youth and veterans. The Housing Authority of the City of Frostburg's Plan is consistent with the State of Maryland's Plan. The Housing Agency intends to provide decent housing, suitable living environments through, modernization, updates and renovations to the housing properties. Interior upgrades include full kitchen renovations for the family development to include new fixtures, and new appliances. Exterior upgrades and maintenance include new locks for housing unit doors, replacement of storm doors, and exterior lighting. These updates will reduce safety concerns. Other exterior updates providing decent housing, and suitable living environments will be repairs to sidewalks throughout the housing authority's residential community, and repairs to the gazebos, established as designated smoking areas.

**5-Year PHA Plan
(for All PHAs)**

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

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

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

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

A.	PHA Information.																																				
A.1	<p>PHA Name: <u>Housing Authority of the City of Frostburg</u> PHA Code: <u>MD-008</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>01/01/2020</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 20%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 30%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 15%;">PH</th> <th style="width: 15%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA: Frostburg Housing Authority</td> <td>MD-008</td> <td>Public Housing</td> <td></td> <td style="text-align: center;">100</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA: Frostburg Housing Authority	MD-008	Public Housing		100																			
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B.	5-Year Plan. Required for all PHAs completing this form.
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>The Frostburg Housing Authority strives to offer decent, safe and affordable housing solutions and supportive services for low-income families, seniors, and those with disabilities, and to provide a suitable living environment free from discrimination so they can become self-sufficient and productive residents of the community.</p>
B.2	<p>Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p>Attached: HUD 50075.2 approved 5 year plan 2018-2022.</p>
B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>The largest project undertaken in the 5 year plan was the remodle of the bathrooms in the efficiency units. Due to cost, only 21 bathrooms were completed and cost spread over 2 years, CFP16 and CFP17. CFP 18-19, are allocated to repair parking lots and side walks. 50 units will receive new appliance, both stove and refrigerators as cost allows. 105 doors will be upgraded with new lock systems on the property. Furthermore,</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>See attached FHA VAWA Policy</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>N/A</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>N/A</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full PHA Name, PHA Code, PHA Fiscal Year Beginning (MM/YYYY), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.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. (24 CFR §903.6(a)(1))

B.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

B.3 **Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5- Year Plan. (24 CFR §903.6(b)(2))

B.4 **Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 **Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?

(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Capital Fund Program - Five-Year Action Plan

Status: Approved Approval Date: 07/10/2019

Approved By: DESOUZA, RUSSELL

Part I: Summary						
PHA Name :		Housing Authority of the City of Frostburg				
PHA Number:		MD008				
		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revised 5-Year Plan (Revision No:)				
Locality (City/County & State)						
A.	Development Number and Name	Work Statement for Year 1 2018	Work Statement for Year 2 2019	Work Statement for Year 3 2020	Work Statement for Year 4 2021	Work Statement for Year 5 2022
	MESHACH FROST VILLAGE (MD008000001)	\$168,593.00	\$174,638.00	\$170,656.00	\$170,656.00	\$170,656.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2018		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MESHACH FROST VILLAGE (MD008000001)			\$168,593.00
ID0001	Stoves(Dwelling Unit-Interior (1480)-Appliances)	50		\$30,000.00
ID0002	Refrigerators(Dwelling Unit-Interior (1480)-Appliances)	50		\$30,000.00
ID0003	Stairs from parking lot to Lower Development(Non-Dwelling Construction-New Construction (1480)-Other)	Stairs would offer ease of access from middle parking lot to lower development for elderly disabled. The parking lot is underutilized due to the its sidewalk location to the lower development.		\$25,000.00
ID0011	A & E Fees Property Needs Assessment(Contract Administration (1480)-Other Fees and Costs)	Brown Group Architects for PNA		\$6,100.00
ID0015	A & E Fees Gas Leak Survey(Contract Administration (1480)-Other Fees and Costs)	Corpro for Gas Leak Survey		\$3,770.00
ID0025	A&E Fees(Contract Administration (1480)-Other Fees and Costs)	Architect Annual Fee for Services		\$5,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2018				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0026	Gazebo Repairs(Non-Dwelling Exterior (1480)-Roofs;Non-Dwelling Exterior (1480)-Landings and Railings)	Designated Smoking Areas are in need of repair. The roof, railing and handicapped accessible walkways are in need of repair as they have become a safety concern.		\$8,723.00
ID0030	Kitchen Renovations Upper Development(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets)	Appliances Range hood Cabinets Fixtures flooring		\$60,000.00
	Subtotal of Estimated Cost			\$168,593.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MESHACH FROST VILLAGE (MD008000001)			\$174,638.00
ID0004	Replace Locks(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Other)	205 New Key system and new locks for all units		\$49,638.00
ID0005	Furnaces(Dwelling Unit-Interior (1480)-Other)	Replace furnaces with energy efficient furnaces 13 units		\$100,000.00
ID0010	Sidewalks(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Many sidewalks have sunken in need of repair to prevent trips hazards and low lying water.		\$15,000.00
ID0013	Architectural Engineering Services(Contract Administration (1480)-Other Fees and Costs)	Browne Group Architects Contract fees for FY 19		\$5,000.00
ID0016	A&E Fees OQ and DIMP for Natural Gas Lines(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	OQ and DIMP plan with JD Relleck Co. Employee Training Annual Testing		\$5,000.00
	Subtotal of Estimated Cost			\$174,638.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		3	2020	
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity
				Estimated Cost
	MESHACH FROST VILLAGE (MD008000001)			\$170,656.00
ID0007	Exterior Lighting Upgrade(Non-Dwelling Exterior (1480)-Lighting)	Exterior lights around the development		\$25,000.00
ID0008	Storm Doors(Dwelling Unit-Exterior (1480)-Exterior Doors)	Replacement of 175 doors looking at Lansing Housing Products, Inc.		\$60,000.00
ID0012	Architectural Engineering Services(Contract Administration (1480)-Other Fees and Costs)	Browne Group Architects Contract fees for FY 20		\$5,000.00
ID0017	Lead Testing(Contract Administration (1480)-Other Fees and Costs)	To be completed once every 3 years. To be completed by 3/26/2020. Alban Inspections, Inc.		\$4,000.00
ID0018	A&E Fees Natural Gas Lines(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	JD Relleck Co. Employee Training Annual Testing		\$5,000.00
ID0022	Computers and Software Upgrades(Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements,Management Improvement (1408)-Other)	Tenmast Upgrade Computers and accessories		\$10,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		3	2020	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0024	Property Signage(Non-Dwelling Site Work (1480)-Signage)	FHA Entrance Sign Lower Development at CB		\$5,000.00
ID0027	Kitchen Renovations Upper Development(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets)	new countie-tops, sinks, fixtures, cabinets, flooring		\$56,656.00
	Subtotal of Estimated Cost			\$170,656.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		4	2021		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
	MESHACH FROST VILLAGE (MD008000001)				\$170,656.00
ID0014	Architectural Engineering Services(Contract Administration (1480)-Other Fees and Costs)	Browne Group Architects Contract fees for FY 21			\$5,000.00
ID0019	A&E Fees Natural Gas Lines(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	JD Relleck Cc. Employee Training Annual Testing			\$5,000.00
ID0023	A&E Fees Energy Audit(Contract Administration (1480)-Other Fees and Costs)	To be completed every 5 years			\$6,500.00
ID0028	Kitchen Renovations Upper Development(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets)	Appliance Range hood Cabinets Fixtures flooring			\$150,000.00
ID0032	Playground (Non-Dwelling Site Work (1480)-Playground Areas - Equipment)	Rubber Mulch Replacement Picnic Table			\$4,156.00
	Subtotal of Estimated Cost				\$170,656.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)					
Work Statement for Year		5	2022		
Identifier	Development Number/Name	General Description of Major Work Categories		Quantity	Estimated Cost
	MESHACH FROST VILLAGE (MD008000001)				\$170,656.00
ID0020	A&E Fees Natural Gas Lines(Management Improvement (1408)-Other;Management Improvement (1408)-Staff Training;Management Improvement (1408)-System Improvements)	JD Relleck Co. Employee Training Annual Testing			\$5,000.00
ID0021	Architectural Engineering Services(Contract Administration (1480)-Other Fees and Costs)	Browne Group Architects Contract fees for FY 22			\$5,000.00
ID0029	Kitchen Renovations Upper Development(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets)	Appliance Range hood Cabinets Fixtures flooring			\$150,000.00
ID0031	Parking Lots/Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Sealed Lines painted			\$10,656.00
	Subtotal of Estimated Cost				\$170,656.00

Frostburg Housing Authority Violence Against Women Act (VAWA) Policy

I. PURPOSE AND APPLICABILITY

The purpose of this policy is to implement the applicable provisions of the Violence against Women and Department of Justice Reauthorization Act of 2005 and to set forth the Housing Authority of the City of Frostburg (herein called FHA) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the FHA of all federally subsidized public housing under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender neutral, and its protections are available to males who are victims of domestic violence, dating violence or stalking as well as female victims of such violence.

II. GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by the Violence Against Women's Act.
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the FHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between the FHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the FHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by FHA.

III. OTHER FHA POLICIES PROCEDURES

This policy shall be referenced in, and attached to the FHA Five Year Public Housing Agency Plan, and shall be incorporated in, and made a part of, the FHA Admissions and Continued Occupancy Policy. The FHA Annual Update to the Five Year Public Housing Agency Plan shall also contain information regarding any activities, services or programs, undertaken by the FHA, relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the FHA, the provisions of this Policy shall prevail.

IV. DEFINITIONS AS USED IN THIS POLICY

- A. Domestic Violence. The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- B. Dating Violence means violence committed by a person:
 - 1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2. Where the existence of such a relationship shall be determined based on a consideration of the following factors: length of the relationship; type of relationship, and frequency of interaction between the persons involved in the relationship.
- C. Stalking means:
 - 1. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - 2. In the course of, or as a result of, such following, pursuit, reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - That person;
 - A member of the immediate family of that person; or
 - The spouse or intimate partner of that person;
- D. Immediate Family Member means, with respect to a person:
 - 1. A spouse, parent, brother, sister, or child of that person or
 - 2. Any other person living in the household of that person and related to that person by blood or marriage.
- E. Perpetrator means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. ADMISSIONS & SCREENINGS

The FHA will not deny admission to the public housing program to any person because that person is or has been a victim of domestic violence, dating violence or stalking, provided that such person is otherwise qualified for such admission.

VI. TERMINATION OF TENANCY OR ASSISTANCE

- A. Violence against Women's Act Protections. Under VAWA, public housing residents have the following specific protections, which will be observed by the FHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 2. In addition to the foregoing, tenancy or assistance will not be terminated by the FHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the resident’s control, and the resident or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit the FHA to evict for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the resident or a member of the residents household. However in any such action, the FHA may not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other residents.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of the FHA to evict any resident or lawful applicant if the FHA can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the property, if the resident is not evicted.
- B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2, or Federal, State or local law to the contrary, the FHA may remove a household member from the lease, with regard to whether a household member is a signatory to a lease, in order to evict, any individual who is a resident or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting or otherwise penalizing the victim of such violence who is also the resident or a lawful occupant. Such eviction shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the FHA Leases used for public housing operated by the FHA shall contain provisions setting forth the substance of this paragraph.

VII. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

- A. Requirement for Verification. The law allows, but does not require, the FHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence or stalking claimed by a resident or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The FHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the FHA. Verification of a claimed incident or

incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-Approved Form, By providing to the FHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
 2. Other Documentation. By providing to the FHA documentation signed by an employee, agent, or volunteer of a victim service provider, and assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
 3. Police or Court Record. By providing to the FHA a Federal, State or local police or court record describing the incident or incidents in question.
- B. Time Allowed to Provide Verification and Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the FHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. Waiver of verification requirement. The Executive Director of the FHA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. CONFIDENTIALITY

- A. Right of Confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
 - a. Requested or consented to by the individual in writing, or
 - b. Required for use in a public housing eviction proceeding as permitted in VAWA, or
 - c. Otherwise required by applicable law.
- B. Notification of Rights. All residents of public housing administered by the FHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. TRANSFER TO NEW RESIDENCE

- A. Application for Transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the FHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer to a different unit in order to reduce the level of risk to the individual. A resident who requests a transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the resident or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that her resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. Action of Applications the FHA will act upon such an application within 10 business days.
- C. No Right Transfer. FHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the FHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. Family Rent Obligations. If a family occupying FHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the FHA. In cases where the FHA determines that the family's decision to move was reasonable under the circumstances, FHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a resident subsequently occupying the unit.

X. COURT ORDERS/FAMILY BREAK-UP

- A. Court Orders. It is the FHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the FHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

XI. RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the FHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the FHA staff becomes aware that an individual assisted by the FHA is a victim of domestic violence, dating violence or stalking, the FHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the FHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

A domestic violence satellite station is located at 62 Meshach Frost Village and is operated under the direction of HRDC. The Housing Authority maintains this unit and provides all utilities. The Domestic Violence Center was established as a joint effort between the Frostburg Police Department and HRDC. The number to reach this service is 301-689-6890.

XII. NOTIFICATION

FHA shall provide written notification to applicants and residents concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this policy implementation shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. AMENDMENT

This policy may be amended from time to time by the FHA as approved by the FHA Board of Commissioners.

REVISED 03/19/2014 – Revision 2014-2