Annual PHA Plan *(Standard PHAs and Troubled PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **Public Comment 10/1/26**	OMB No. 2577-0226 Expires: 09/30/2027

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, including changes to these policies, 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. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

HA Name: Anniston Housing Authority **PHA Code**: AL004
PHA Type: ☒ Standard PHA ☐ Troubled PHA
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 4/2027
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Public Housing (PH) Units 418 **Number of Housing Choice Vouchers (HCVs)** 588 **Total Combined Units/Vouchers** 1006 **in HUD PIC 8/26/26.**
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. 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. 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 website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

This plan is available to view in ALL AHA offices. This plan is located on the AHA website. Resident Council members are provided a copy for review. A copy of the plan is available upon request. Locations are 500 Glen Addie Avenue, 316 Elm Street and Norwood Homes 411 West 29th.

☐ **PHA Consortia**: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B. Plan Elements

B.1 **Revision of Existing PHA Plan Elements.**

(a) Have the following PHA Plan elements been revised by the PHA?

Y N
- ☒ ☐ Statement of Housing Needs and Strategy for Addressing Housing Needs - located on page 15
- ☒ ☐ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions – located on page 13, Public Notice page 77.
- ☒ ☐ Financial Resources.
- ☒ ☐ Rent Determination.
- ☒ ☐ Operation and Management. **Attachments A, E, F, G, I and J.**
- ☐ ☒ Grievance Procedures.
- ☐ ☒ Homeownership Programs.
- ☒ ☐ Community Service and Self-Sufficiency Programs.
- ☒ ☐ Safety and Crime Prevention.
- ☒ ☐ Pet Policy. **Attachment H page 62**
- ☐ ☒ Asset Management.
- ☐ ☒ Substantial Deviation.
- ☐ ☒ Significant Amendment/Modification **Attachment D** previous RAD conversion. Definition is on page 13.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

(c) The PHA must submit its Deconcentration Policy for Field Office review.

Attachment B page 13.

B.2 **New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y N
- ☐ ☒ Hope VI or Choice Neighborhoods.
- ☒ ☐ Mixed Finance Modernization or Development.
- ☒ ☐ Demolition and/or Disposition. **Attachment C page 19.**
- ☒ ☐ Designated Housing for Elderly and/or Disabled Families.
- ☐ ☒ Conversion of Public Housing to Tenant-Based Assistance.
- ☐ ☒ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers.
- ☒ ☐ Occupancy by Over-Income Families.
- ☐ ☒ Occupancy by Police Officers.
- ☐ ☒ Non-Smoking Policies.
- ☐ ☒ Project-Based Vouchers. – **Attachment E page 24.**
- ☒ ☐ Units with Approved Vacancies for Modernization.
- ☒ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

The Anniston Housing Authority is continuing in its 5-Year Plan. The following are our goals for this plan:

- Continue aggressive marketing efforts to decrease the vacancy to a minimum of 2% vacancies in public housing. HUD approved moderation units for Constantine Homes ceiling replacement. We are at 97.60 % occupied with a 2.4% vacancy on 8/26/26.
- AHA received a Standard Performer rating. We continue to strive to increase this rating back to a high performer status under the PHAS system.

- HCV program is designated as a "High Performer" in SEMAP. The HCV waiting is closed with 329 pending applications.
- Barber Terrace is our only RAD conversion.
- Completed the Physical Needs Assessment (PNA) for all sites.
- Consideration for HCV's moving to work program (MTW).
- Consideration for HCV to apply for the VASH program allocations.
- Consider applying for The Section 108 Loan Guarantee Program (Section 108) provides Community Development Block Grant (CDBG) recipients with the ability to leverage their annual grant allocation to access low-cost, flexible financing for economic development, housing, public facility, and infrastructure projects.
- Developed 11 units designated housing for Veterans, Homeless or near Homeless, Elderly and Disabled households under the HOME-ARP program located at 0 South Allen. This property is accepting the Housing Choice Vouchers.
- Consideration of applying for the 221d4 Program.
- Residents can pay their rent and place work orders through the website. The public can fill out preliminary applications online as well. We have created two social media accounts; Instagram & Facebook to reach the public in a more effective way.
- We continue to make our best efforts to reach residents AHA will implement "Mass Notification" through our SACS system. This will allow AHA to send mass texts and emails to all residents.
- Encourage participation in the AHA Employment Training Center to give staff and residents an opportunity to develop employment skills that will become a catalyst for economic revitalization in the City of Anniston.
- Explore alternative funding methods such as Mixed Finance, including LIHTC to modernize public housing properties beyond HUD Capital Fund Programs.
- Promote economic independence and self-sufficiency of families and individuals.
- Implementation is pending for the AHA Section 8 Homeownership program.
- 2026 award for the FSS Coordinator position from HUD was renewed.
- Continue to work with Modernization funding to improve key REAC/NSPIRE inspection areas and make modest improvements for our residents.
- Continue work on a Development Strategy to address the long-term viability and sustainability of AHA developments.
- A 5-year Capital Fund Action Plan including the installation of exterior storm doors for Washington and Parkwin Homes, updates to the Constantine Envision Center, Constantine & Tinsley received interior and exterior improvements and completed sidewalk repair/replacement and repaving.

B.4 **Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.

EPIC approved 2025-2029 Approved on 5/13/25 PHA Plan Update

Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The following are proposed changes to be included in the plan:

Public Housing Program /ACOP

Pet Policy – revised
Assistance Animal Policy
Trash Policy
Schedule of resident charges update
Bed Bug policy update
Lease Infraction – XII (D) revised

Housing Choice Voucher Program:

HUD INSPIRE/HQS inspections policy update
Project Based Program update

Annual Plan & 5 Year Plan Update

Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

- Allocation of funding for pre-development cost, development cost, relocation benefits, office relocation and demolition cost as part of the AHA's Development Strategy. RAD funding for pre-closing cost Environmental studies
- All sites – email migration project to work with windows 365
- All AMPS – Physical Needs Assessment (PNA)
- All AMPS – Energy Audit to estimate consumptions
- AHA offices to replace computer workstations to include monitors, maintenance workorder tablets and/or laptops as needed
- Constantine – roof replacement Envision Center

- Constantine – roof replacement for flat unit building, change from metal to shingles
- Constantine – HVAC replacement for flat units
- Constantine – HVAC mini splits/air project
- Constantine – Electrical panel replacement
- Constantine – Interior kitchen remodel including replacing sink/faucet/cabinets and countertops.
- Constantine – Waterline line replacement
- Fairview – Exterior cameras with pole installation
- Fairview – HVAC replacement
- Fairview – Roof replacement
- Fairview - Pressure wash exterior siding, sidewalks , handrails and gutters
- Fairview – paint/replace exterior siding as needed
- Fairview – upstairs subfloor replacement as well as /tile/cabinets countertops/sink/interior painting, install exhaust fans in laundry and bathroom
- Fairview – Relocation payments to residents
- Tinsley Manor – Exterior upgrades to include exterior door replacement with screens
- Tinsley – Playscape
- Tinsley – exterior landscape improvements and repaving/striping the parking lot
- Norwood – Kitchen cabinet replacement/bathroom sink and flooring upgrade
- Norwood – Replace exterior siding
- Norwood – Exterior door and screen door replacement for both front and rear entrance
- Norwood – Conversion of HVAC units
- Parkwin/ Washington – HVAC replacement
- Parkwin/Washington – installation of bathroom exhaust fans
- Parkwin/Washington – tree removal as needed
- Parkwin/Washington - new tub faucet
- Parkwin/Washington – replace/remodel tub enclosures
- Maintenance golf carts for AMP 1 and AMP 3
- Maintenance bucket truck.

B.5 **Most Recent Fiscal Year Audit.**

(a) Were there any findings in the most recent FY Audit?

Y N

☐ ☒

(b) If yes, please describe:

C. Other Document and/or Certification Requirements.

C.1 **Resident Advisory Board (RAB) Comments.**

(a) Did the RAB(s) have comments to the PHA Plan?

Y N

☐ ☒

(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

C.2 **Certification by State or Local Officials.**

Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.3 **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.**

Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4 **Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

(a) Did the public challenge any elements of the Plan?

Y N

☐ ☒ If yes, include Challenged Elements.

C.5	**Troubled PHA.** (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:
D.	**Affirmatively Furthering Fair Housing (AFFH).**
D.1	**Affirmatively Furthering Fair Housing (AFFH).** **Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.**

Describe fair housing strategies and actions to achieve the goal
When it is reasonable, the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to • Permitting applications and reexaminations to be completed by mail • Providing "large-print" forms • Conducting home visits • Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability • Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability • Installing a ramp into a dwelling or building • Installing grab bars in a bathroom • Installing visual fire alarms for hearing impaired persons • Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit. • Providing a designated handicapped-accessible parking space • Allowing an assistance animal • Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff • Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair A person with a disability may require special accommodations in order to have equal access to the public housing program. The types of reasonable accommodations the PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Instructions for Preparation of Form HUD-50075-ST
Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(e))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no." (24 CFR §903.7)

☒ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The

statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b)) Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. (24 CFR §903.7(b)) Describe the PHA's procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. (24 CFR §903.7(b)). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

☒ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☒ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

☒ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☒ **Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

☐ **Safety and Crime Prevention (VAWA).** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

Anniston Housing Authority have partnered with Anniston Police Dept. to Build a campaign that promotes police-community partnerships. AHA provides ID cards for residents and randomly check for unsupervised guest. Annually supports the National Night Out, which bring First Responders and the Community together.

☒ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))
Attachment H

☐ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 **New Activities.** If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI or Choice Neighborhoods. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6 . (Notice PIH 2011-47)

☒ **Mixed Finance Modernization or Development. 1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☒ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, **5)** the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note**: The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at:

http://www.hud.gov/offices/pih/centers/sac/conversion.cfm. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.

☒ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.503) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: Notice PIH 2011-7. (24 CFR 960.505) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: Notice PIH 2009-21 and Notice PIH-2017-03. (24 CFR §903.7(e))

☒ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

☒ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR §990.145(a)(1).

☒ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR §903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on 08/13/2025"

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the 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 §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed.* Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

C.5 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more

other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless , the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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 and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 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.

Attachment A

Housing Opportunity Through Modernization Act (HOTMA)

On February 14, 2023, HUD enacted Section 103 of the Housing Opportunity Through Modernization Act (HOTMA) regarding income limits for the Public Housing program. PHAs are required to implement updates to agency plans for this Section within (120) days of enactment. The following revisions to AHA's Public Housing Admissions and Continued Occupancy Policy (ACOP) are proposed to be effective immediately upon board approval.

OVER INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23

In the public housing program, an over-income family is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

- Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or

- Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

AHA Policy
For families whose income exceeds the over-income limit for 24 consecutive months, the AHA will terminate the family's tenancy.

er-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their Admission and Continued Occupancy Policy (ACOP) and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is determined by multiplying the applicable very low-income (VLI) by a factor of 2.4, as adjusted for family size.

AHA Policy
The AHA will use the income limits that are provided by HUD. These income limits will be updated within 60 days of HUD publishing each year and will be effective for all annual and interim reexaminations.

NOTE: **Calhoun County** is part of the **Anniston-Oxford-Jacksonville, AL MSA**, so all information presented here applies to all of the Anniston-Oxford-Jacksonville, AL MSA.

The **Anniston-Oxford-Jacksonville, AL MSA** contains the following areas: Calhoun County, AL;

Anniston-Oxford-Jacksonville, AL MSA $74,000
Very Low (50%) Income Limits ($)
Effective May 01, 2026

FY 2026 Income Limit Category	Persons in Family						
1	2	3	4	5	6	7	8
26,000	29,700	33,340	37,100	40,100	43,050	46,050	49,050

HOTMA income limits Median income @ 2.4 per household size:

2	3	4	5	6	7	8
62,400	71,280	80,160	89,040	96,240	103,320	110,520	117,600

Decreases in Income [24 CFR 960507(c)(4)]

At any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

AHA Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with AHA policy Chapter XI.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of recertification. The AHA will notify the family in writing within 10 business days of the determination that over income policies no longer apply to them.

Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]

If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 10 business days the AHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the AHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the AHA's determination in accordance with AHA policies Chapter XVI.

Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family has exceeded the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the PHA following its ACOP for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the AHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the AHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the AHA determination in accordance with AHA policies in Chapter XVI.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

AHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the AHA will notify the family in writing of the determination within 10 business days of the date of the determination. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the AHA's determination in accordance with AHA policies in Chapter XVI.

- The family will no longer be part of the public housing program.
- A subsidy will no longer be received for this unit.
- An alternative rent amount based on the higher of Fair Market Rent or the HUD subsidy will be charged. The unit will be considered a non-public housing, over-income (NPHOI) household; however, they still reside in the public housing unit.
- An over-income household occupies a unit that would otherwise house a low-income household.
- An over-income household would pay the alternative rent regardless of their income level.
- There is no ceiling on over-income limitations

The notice will also include a new non-public housing lease and inform the family that the lease must be executed by the family and the AHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The AHA will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over income family pays the AHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over income family was required to execute the new lease.

Once the family signs the new nonpublic housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families.

The non-public housing over-income lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the AHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.

Upon execution of the lease, the tenant will be required to pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the AHA in accordance with HUD regulations. The AHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.

Anniston Housing Authority
Significant Amendment or Modification Definition
DEFINITION OF "SUBSTANTIAL DEVIATION" and "SIGNIFICANT AMENDMENT OR MODICATION"

In accordance with HUD regulations in 24 CFR 903.7 and CFR 905.3, the Anniston Housing Authority has defined below the basic criteria that will be used for determining substantial deviation from its 5-Year Plan, significant amendment or modifications to the 5-Year and Annual PHA plans and significant amendment of modifications to the Capital Fund Program (CFP) 5-Year Action Plan.

The Anniston Housing Authority criteria is applicable to all CFP components including Capital Funds grants, Replacement Housing Factor grants, Disaster Grants, Capital Fund Financing Program allocations, as well as any new or future formula components such as Demolition and Deposition of Transitional Funding.

Criteria for defining "Substantial Deviation" from the 5-Year Plan:
A major change in the direction of the Anniston Housing Authority pertaining to its mission and goals would constitute a "substantial deviation" from the Agency's 5-Year Plan.

Examples include the undertaking of new program activities, development strategies, or financial initiatives that do not otherwise further the Anniston Housing Authority's stated mission and goals as described in the 5-Year Plan.

Criteria for defining "Significant Amendment or Modification" to the 5-Year and Annual PHA Plans:
Changes to rent, admission policies, or organization of the waiting list (s) in the Public Housing Program that will impact a significant number of applicants and/or households assisted under the Program.

Substantial changes to a proposed demolition, disposition, designated housing, homeownership, RAD conversion, Capital Fund Financing, development, or mixed finance proposal or conversion activities identified in the current HUD approved Annual or 5-Year Plan.

Housing Choice Voucher Program
Section Eight Management Assessment Program (SEMAP)

The AHA has created a Standard Operating Policy and Procedures (SOP) for monitoring the SEMAP certification.

Attachment B
De-concentrating Rule

The PHA must submit its De-concentration Policy for Field Office Review.

DECONCENTRATION RULE

The objective of the deconcentrating Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the HA is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the HA will take actions to insure that no

ividual development has a concentration of higher income families in one or more of the developments. The HA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the HA's computer system.

The following are exempt from this rule.

- Public housing development with fewer than 100 public housing units. A covered development is defined as any single development or contiguous developments that total over 100 units.
- Public housing developments, which house only elderly persons or persons with disabilities, or both.
- Public housing developments, which consist of only one general occupancy family public housing development.
- Public housing developments approved for demolition or conversion to resident based assistance.
- Mixed financing developments.

To accomplish the deconcentrating goals, the AHA will take the following actions:

The HA shall determine the average income of all families residing in all the HA's covered To accomplish the deconcentrating goals, the HA will take the following actions:

At the beginning of each HA fiscal year, the HA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous HA fiscal year.

To accomplish the goals of deconcentrating:

a) Not less than 40% of the HA admissions on an annual basis shall be to families that have incomes at or below 30% extremely low-income limit and

b) The HA shall determine the average income of all families residing in all the HA's covered developments. The HA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HA shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, except that the upper limit (115 percent) shall never be less than the income at which a family would be defined an extremely low-income family developments. The HA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HA shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, except that the upper limit (115 percent) shall never be less than the income at which a family would be defined an extremely low-income family.

NOTE: Fair housing requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively, further fair housing. The HA may not impose any specific income or racial quotas for any development or developments.

(c) If the PHA answered yes for any element, describe the revisions for each element below:

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.

A. **Housing Needs of Families in the Jurisdiction Served by the HA** Based upon the information contained in the Consolidated Plan's for the HA' jurisdiction, the housing needs are contained in the following table. In the "Overall" Needs lumn, the estimated number of renter families that have housing needs. For the remaining characteristics in the table the HA s not have information available to rate these characteristics; therefore, N/A (not applicable) is noted since the HA cannot make this assessment.

Housing Needs of Families in the HA Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	2020	N/A	N/A	N/A	N/A	N/A	N/A
Income >30% but <=50% of AMI	1120	N/A	N/A	N/A	N/A	N/A	N/A
Income >50% but <80% of AMI	1625	N/A	N/A	N/A	N/A	N/A	N/A
Elderly	22.4%	N/A	N/A	N/A	N/A	N/A	N/A
Families with Disabilities	18.3%	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity – White	8979	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity – Black	10,612	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity – Hispanic	879	N/A	N/A	N/A	N/A	N/A	N/A
Race/Ethnicity- Other		N/A	N/A	N/A	N/A	N/A	N/A

The source of information used by the HA was the U. S. Census data, the Comprehensive Housing Affordability Strategy, CHAS data **set 2018-2022**.

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the HA's Waiting List is as follows:			
Listed below are the totals for the Public Housing and Section 8 Waiting list Combined			
	# of families AHA 1526/HCV 329	Units leased 416 AHA/393 HCV	Annual Turnover 54 AHA/66 HCV
Waiting list total	**1855** 21 did not income qualify		
Extremely low income <=30% AMI	1549 – 83.5%		
Very low income (>30% but <=50% AMI)125	172 – 9.2%		
Low income (>50% but <80% AMI)	113– 6.0%		
Families with children	1261 – 67.9%		
Elderly families	181 – 9.7%		
Families with Disabilities	144 – 7.7%		
Race/ethnicity	1238 – 66.7%		Black
Race/ethnicity	592 – 31.9%		White
Race/ethnicity	–		Other
Characteristics by Bedroom Size **(Public Housing Only)**	Waiting List Total 1526	Percent of waiting list	
1BR	378	24.7	
2 BR	758	49.6	
3 BR	301	19.7	
4 BR	87	5.7	
5BR	2	.1	
5+ BR	0	0	

Waiting list data as of 7/**08/2026.**

The waiting list for Public Housing is currently open.

Plan Element: Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants**		
a) Public Housing Operating Fund (2026)	$2,641,065.00	Day to Day Operations
b) Public Housing Capital Fund (2026)	$1,583,311.79	Operating Costs, roof replacement, appliance, pre-development
c) Annual Contributions for Section 8 Tenant-Based Assistance –Section 8 Vouchers	$465,120.06	Admin fees
d) 3/31/26	$4,160,059.00	Housing Assistance
3. Public Housing Dwelling Rental Income	$461,471.00	Day to Day Operations
(3/31/26)		
4. Other income (list below)	$25,000.00	Day to Day Operations
Details of Other Income (YE 3/31/26)		
Interest Income	$324,247.00	
Other Income	$127,357.00	
Other Grants	$2,297,306.00	
Total resources	$12,084,976.79	

MIXED FLAT RENT (F.R.) CALCULATION FOR FLAT RENTS Effective 12/1/2026

Norwood omes	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
80% SAFMR	584	736	976	984
- Utility Allowance	122	139	152	192
New Flat Rent	462	597	824	792
Current Flat Rent	425	552	788	828
Increase/Decrease	+37	+45	+36	-36

Constantine	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
80% SAFMR	584	736	976	984	1132
- Utility Allowance	122	155	175	211	225
New Flat Rent	462	581	801	773	907
Current Flat Rent	425	536	765	802	938
Increase/Decrease	+37	+45	+36	-29	-31

5 BR = 1.15 x 4 BR SAFMR.

Washington	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
80% SAFMR	584	736	976	984
- Utility Allowance	125	154	182	212
New Flat Rent	459	582	794	772
Current Flat Rent	422	537	759	800
Increase/Decrease	+37	+45	+35	-28

Parkwin	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
80% SAFMR	584	736	976	984	1132
- Utility Allowance	125	152	182	212	233
New Flat Rent	459	584	794	772	899
Current Flat Rent	422	539	759	800	930
Increase/Decrease	+37	+45	+35	-28	-31

5 BR = 1.15 x 4 BR SAFMR.

Tinsley Manor	1 Bedroom	2 Bedroom	3 Bedroom
80% SAFMR	584	736	976
- Utility Allowance	113	131	146
New Flat Rent	471	605	830
Current Flat Rent	434	560	794
Increase/Decrease	+37	+45	+36

Fairview Terrace	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
)% SAFMR	584	736	976	984
- Utility Allowance	113	130	146	193
New Flat Rent	471	606	830	791
Current Flat Rent	434	561	794	819
Increase/Decrease	+37	+45	+36	-28

Utility Allowance (UA) for AL-004 proposed allowance effective 9/1/2026.

Bedroom	Washington	Parkwin	Norwood	Fairview	Constantine	Tinsley
1	$125	$125	$122	$113		$113
1 infrared					$122	
2	$154	$152	$139	$130	$155	$131
3	$182	$182	$152	$146	$175	$146
4	$212	$212	$192	$193	$211	
5		$233			$225	

Previous Utility Allowance (UA) for AL-004

Bedroom	Washington	Parkwin	Norwood	Fairview	Constantine	Tinsley
1	$122	$122	$119	$110		$110
1 infrared					$139	
2	$151	$149	$136	$127	$152	$128
3	$177	$177	$148	$142	$171	$142
4	$208	$208	$188	$189	$206	
5		$228			$220	

HCV Subsidy Standards

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1 Br	1	2
2 Br	2	4
3 Br	3	6
4 Br	4	8
5 Br	5	10

SECTION 8
Payment Standards

(1) Payment Standards

The AHA's payment standard amended for 2026 effective December 1, 2026 the HUD published Fair Market Rents (FMR) for the Calhoun County are as follows:

PAYMENT STANDARDS-
EFFECTIVE 12/1/2026
Proposed FY 2026 FMRs By Unit Bedrooms maximum pending Board Approval

ficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2027 FMR	$801	**$1010**	$1337	$1341
Payment **Standard**	**$801**	**$1010**	**$1337**	**$1341**

The HA reevaluates the payment standards annually. The factors used by the HA in its assessment of the adequacy of its payment standard are 1) success rates of assisted families and 2) rent burdens of assisted families.

Attachment C

Development Activity Description

1a. Development Name: Cooper Homes, Public Housing Development update after work session
1b. Development (project) number: AL004-02
1c. Description of development:

- This rental development was built in 1952 and has 19 dwelling unit buildings and one non-dwelling unit building. The unit size bedroom distribution includes 12 one-bedroom, 42 two-bedroom, 36 three-bedroom, 10 four-bedroom, and 2 five-bedroom rental units. As future HUD funding is available, AHA plans to submit future applications for new development funding. The AHA has applied and HUD approved for replacement housing vouchers to relocate residents for the demolition. The AHA has been working with the Alabama Department of Environmental Management (ADEM) to create a Voluntary Clean-up program due to industrial waste located at the site that requires cleanup prior to new construction.

2. Activity Type: Demolition and/or Disposition and/or Development
3. Application Status: Demolition completed
4. Date application planned for submission: 10/03/2014
5. Number of units affected: 102
Coverage of action: Total Development
6. Timeline for activity:

The following chart was added after Public Comment on 11/12/2020 as a requested recommendation:

Activity	Date	Comments
Demolition application submitted	10/03/2014	
Demolition application approved	8/20/2015	
Project resident relocation began	2/2016	
Project demolition	2/2018	
CDBG application	4/30/2018	Requested $400,000
Developer Procured – Hollyhand Development	12/13/2018	• Met with Alabama Housing Finance Authority (AHFA) • Met with Alabama Department Environmental Management (ADEM) • Met with Environmental Protection Agency
HOME fund application	3/04/2019	Requested $240,000
Environmental report Phase II	4/03/2019	United consulting
ADEM Voluntary Clean up application submission	11/20/2019	Review fee $13,520. Administrative fee $5,060.
ADEM Voluntary Clean up application approved	7/2/2020	
AHFA Qualified Allocation Plan 2021 comments submitted	8/20/2020	Pending Qualified Allocation Plan to allow "Engineered Solution" for tax credit application
ADEM – Pending implementation of voluntary clean-up plan.		This can begin if a tax credit application is not desired. The clean-up cost is a loan to the AHA to implement the plan and clean the site. Alternative financing after cleanup could be the Capital Fund Program (CFP), HUD 221d4 Program, City funding, as well as a conventional loan.
Collaboration agreement with the City of Anniston to complete an environmental cleanup plan for the former Cooper Homes site in order for the site to be classified as	June/24/2021	Cooper Homes has had numerous environmental challenges which continues today. With the existing environmental data, the site has been

nrestricted residential use" as defined by Alabama Department of Environmental Management (ADEM).		approved for a Voluntary Cleanup Program (VCP) by ADEM with detailed Engineered Solutions. This plan is the most cost feasible remediation approach which would include some limited removals, with engineering and institutional controls being implemented to provide protection from the potential exposure pathways. However, the Alabama Housing Finance Authority (AHFA) does not accept an Engineered Solution and requires "unrestricted residential use". This standard would require a complete removal and replacement of an estimated 4 feet of soil removal across the Cooper Homes site.
Letter from Steven Folks to Senator Del Marsh and Representative Barbara Boyd.	July 23th, 2021	Commitment from the City of Anniston and the AHA collaboration for site cleanup and State funding assistance
Proposal from United Consulting remediate the Cooper site	September 17th, 2021	Cost $12,000 - $23,000 Proposal to change the approved ADEM cleanup plan to perform additional testing at the site to see if it will be feasible to clean the site to "unrestricted residential use".
nference call with ADEM	October 6, 2021	ADEM call to update the status of the Cooper site, and the AHA's desire to remediate the soil conditions below the property to "unrestricted residential use" standards. The approved Cleanup Work Plan (CWP) and the VCP would have to be revised to reflect new testing plan
Submission of the VCP-Supplemental Property Assessment Plan	11/2021	Application cost $ 6740
Execute environmental clean-up testing	January 2022	Estimated cost of $1.5 - $3.0 million exact cost will not be until procured
Apply for Project Based set aside units	2023	Pending Board direction
Submission of 4% or 9% Tax Credit Application (LIHTC)	2023	Pending due to environmental cleanup. Alternative financing after cleanup could be the Capital Fund Program (CFP), HUD 221d4 Program, City funding, as well as a conventional loan
Procure Architectural design specification and Engineering	Projected June 2023	Estimated cost of $250,000.
Environmental clearance testing	Projected June 2023	Estimated cost of $100,000.
Preparation and submission of a 4% LIHTC application	October 2023	Unable to submit due to environmental
	Pending Board direction	Estimated cost of $11 million up to $15 million with environmental cleanup
		It is not cost effective to redevelop the Cooper site. Pending Board direction,
Review development options	On going	New Executive Director will review project development to determine feasibility of project potential options

Projected start date of activity: 03/2016 **Projected end of date of activity: 6/2028**

Demolition Activity Description

1a. Development Name: Glen Addie Homes, Public Housing Development
1b. Development (project) number: AL 004-01
1c. Description of development:

- This rental development was built in 1940 and has 15 dwelling unit buildings and three non-dwelling unit building. The buildings are block/brick row type structures. The unit size bedroom distribution includes 56 one-bedroom, 80 two-bedroom, and 28 three-bedroom units. While there are currently 164 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to redevelop the site utilizing future HUD and Tax credit funding, when available. AHA also plans to pursue the Choice Neighborhood Planning Grant and/or Purpose Build Community's revitalization model.

2. **Activity Type:** Mixed Finance Modernization and/or Demolition/Development
3. **Application Status:** **Demolition application approved by HUD on 9/28/19**
   Demolition is completed.
4. **Date application planned for submission: 09/01/2022** **Submitted to HUD 7/31/19**
5. **Number of units affected: 164**
   Coverage of action: Total Development
6. **Timeline for activity:**
   a. **Projected start date of activity:** **changed to 7/1/20**
   b. **Projected end of date of activity** **changed to 7/1/24**

The following chart was added after Public Comment on 11/12/2020 as a requested recommendation:

Activity	Date	Comments
Met with HUD representative from the Birmingham Field Office to discuss old issues and amount requested in Capital Fund Program for repairs		Recommended demolition application
Environmental report PHASE II		
Demolition Application	7/31/2019	Submitted application to HUD
Demolition Application	9/28/2019	HUD approved
Received relocation voucher for relocation	3/27/2020	Began relocation
Relocation completed	10/1/2021	
Redevelopment		Demolition, Developer or plans for the Glen Addie site have not been discussed or procured
Demolition completed	Completed 7/24/24.	
Evaluation: Development Feasibility	TBD Ongoing 2027	

1a. Development Name: Constantine Homes, Public Housing Development
1b. Development (project) number: AL004-04
1c. Description of development:

- This rental development was built in 1954 and has 35 dwelling unit buildings and three non-dwelling unit building. The buildings are block/brick row type structures. The unit size bedroom distribution includes 20 one-bedroom, 76 two-bedroom, 55 three-bedroom, 16 four-bedroom, and 4 five-bedroom rental units. While there are currently 171 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to redevelop the site utilizing future HUD and Tax credit funding, when available.

2. **Activity Type: Mixed Finance Modernization and/or Demolition/Development**
   Application Status: Planned application
   Date application planned for submission: will depend on Board consideration
5. **Number of units affected: 171**
   Coverage of action: Total Development
6. **Timeline for activity:**
   a. **Projected start date of activity: 9/1/2028**
   b. **Projected end of date of activity: 9/1/2030**

RAD - Mixed Finance Modernization

1a. Development Name: Norwood, Public Housing Development
1b. Development (project) number: AL004-003
1c. Description of development:

- This rental development was built in 1953 and has 21 dwelling unit buildings and one non-dwelling unit building. The buildings are block/brick row type structures. The unit size bedroom distribution includes 12 one-bedroom, 44 two-bedroom, 33 three-bedroom and 12 four-bedroom units. Housing purpose will remain unchanged with Families, Disabled and Elderly residing in the unit. While there are currently101 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to redevelop the site utilizing future HUD and Tax Credit funding, when available. AHA also plans to pursue alterative redeployment avenues in Partnership with the City of Anniston to address the housing needs of residents. AHA is seeking to identify a public housing development in which to submit an application for, and ultimately implement the Rental Assistance Demonstration Program.

2. **Activity Type: RAD - Mixed Finance Modernization and/or Re-Development**
3. **Application Status: Planned application**
4. **Date application planned for submission: will depend on Board consideration**
5. **Number of units affected: 97**
   Coverage of action: Total Development
6. **Timeline for activity:**
   a. **Projected start date of activity: 04/15/2028**
   b. **Projected end of date of activity: 04/15/2030**

Development Name: Tinsley Manner, Public Housing Development
Development (project) number: AL004-07A
1c. Description of development:

- This rental development was built in 1985 and has 6 dwelling unit buildings. The buildings are row type brick veneer structures. The unit size bedroom distribution includes 4 one-bedroom, 16 two-bedroom and 4 three-bedroom. Housing purpose will remain unchanged with Families, Disabled and Elderly residing in the unit. While there are currently 24 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to modernize the site utilizing future HUD and Tax credit funding, if available. AHA is seeking to identify a public housing development in which to submit an application for, and ultimately implement the Rental Assistance Demonstration Program if it is feasible or financially prudent.

2. **Activity Type: RAD - Mixed Finance Modernization**
3. **Application Status: Planned application**
4. **Date application planned for submission: will depend on Board consideration**
5. **Number of units affected: 24**
   Coverage of action: Total Development
6. **Timeline for activity:**
   a. **Projected start date of activity: 04/15/2028**
   b. **Projected end of date of activity: 04/15/2030**

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a. Development Name: Fairview Terrace, Public Housing Development
1b. Development (project) number: AL004-07B
1c. Description of development:

- This rental development was built in 1985 and has 12 dwelling unit buildings. The buildings are row type brick veneer and multi family structures. The unit size bedroom distribution includes 2 one-bedroom, 6 two-bedroom, 10 three-bedroom and 8 four-bedroom units. Housing purpose will remain unchanged with Families, Disabled and Elderly residing in the unit. While there are currently 26 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to modernize the site utilizing future HUD and Tax credit funding, when available.

2. **Activity Type: Mixed Finance Modernization**
3. **Application Status: Planned application**
4. **Date application planned for submission: will depend on Board consideration**
5. **Number of units affected: 26**
   Coverage of action: Total Development

Timeline for activity:

a. Projected start date of activity: 04/15/2028
b. Projected end of date of activity: 04/15/2030

1a. Development Name: **Washington Homes, Public Housing Development**
1b. Development (project) number: AL004-06A
1c. Description of development:

- This rental development was built in 1961and has 26 dwelling unit buildings and one non-dwelling unit building. Families occupy the row type brick veneer structures. The unit size bedroom distribution includes 4 one-bedroom, 17 two-bedroom, 21 three-bedroom and 5 four-bedroom units. Housing purpose will remain unchanged with Families, Disabled and Elderly residing in the unit. While there are currently 47 units, AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to modernize the site utilizing future HUD and Tax credit funding, when available.

2. Activity Type: Mixed Finance Modernization
3. Application Status: Planned application
4. Date application planned for submission: will depend on Board consideration
5. Number of units affected: 47
   Coverage of action: Total Development
6. Timeline for activity:
   a. Projected start date of activity 4/15/2028
   b. Projected end of date of activity: 4/15/2030

1a. Development Name: **Parkwin Homes, Public Housing Development**
1b. Development (project) number: AL004-06B
1c. Description of development:

- This rental development was built in 1961 and has 30 dwelling unit buildings and one non-dwelling unit building. The buildings are multifamily block/brick structures. The unit size bedroom distribution includes 6 one-bedroom, 19 two-bedroom, 21 three-bedroom, 5 four-bedroom, and 2 five-bedroom rental units. While there are currently 53 units, Housing purpose will remain unchanged with Families, Disabled and Elderly residing in the unit. AHA will work with a qualified planner and architectural and engineering firm to determine the maximum number and type of replacement units. AHA's intentions are to modernize the site utilizing future HUD and Tax credit funding, when available. AHA is seeking to identify a public housing development in which to submit an application for ultimately implement the Rental Assistance Demonstration Program.

2. Activity Type: RAD - Mixed Finance Modernization
3. Application Status: Planned application
4. Date application planned for submission: will depend on Board consideration
5. Number of units affected: 53
   Coverage of action: Total Development
6. Timeline for activity:
   a. Projected start date of activity: 4/15/2028
   b. Projected end of date of activity: 4/15/2030

Attachment E
Project Based Voucher

The Project Based Program guidelines for the AHA are located in Attachment E.

Rental Assistance Demonstration - RAD
Significant Amendment 2019
Fact Sheet

RAD-Specific Significant Amendment to the PHA Plans

Previously the Anniston Housing Authority amended its Annual Plan, ACOP, HCV Administration Plan and/or 5-year PHA Plan because it was a successful applicant in the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. The Authority will continue to evaluate tenability of our public housing portfolio. Conversion of assistance under RAD is considered a Significant Amendment to the Authority's Annual/5 year Plan.

Key Points of RAD Conversation

Right to Return. Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.

No Re-screening of Tenants upon Conversion. At conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit.

Under-Occupied Unit. If a family is in an under-occupied at the time of conversion, the family may remain in this unit until an appropriate-sized unit become available in the covered Project. When an appropriate sized unit becomes available in the covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time.

Renewal of Lease. The PHA will renew all leases upon lease expiration.

Phase-in of Tenant Rent Increases. If a tenant's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over 3 years.

Public Housing Family Self Sufficiency (PH FSS). Public Housing residents that are current FSS participants will continue to be eligible for FSS.

Grievance Process. The hearing procedures for Project Based Voucher (PBV) and PBV clients converted under RAD are outlined in of the Anniston Housing Authority HCV Administrative Plan.

Earned Income Disregard (EID). Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion.

RAD-Specific Significant Amendment to the PHA Plan

Narrative

Previously the Anniston Housing Authority amended its Annual Plan, ACOP, HCV Administration Plan and/or 5 year PHA Plan because it was a successful applicant in the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. The Authority will continue to evaluate tenability of our public housing portfolio. Conversion of assistance under RAD is considered a Significant Amendment to the Authority's Annual/5 year Plan.

Due to recent in the recent program proposed changes in HUD policies and the instability in the multi-family market, after further review of the RAD Program this may not work for the AHA's other Public Housing initiative but may still be considered if feasible. Another option would be the Moving to Work program under the Housing Choice Voucher Program if still intact when the Federal proposed Budget ;ses for 2025-2026

Upon conversion to RAD Project Based Vouchers, the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32 (HA), REV-3, Attachment 1B of the Notice and the Joint Housing/PIH Notice H-2014-09/PIH-2014-17. These resident rights, participation, waiting list and grievance procedures are further listed below.

Additionally, the Authority is currently compliant with all fair housing and civil rights requirements. This RAD conversion complies with all applicable site selection and neighborhood reviews standards and all appropriate procedures have been followed.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing the Authority with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that the Authority may also borrow funds to address their capital needs. The Authority currently does not have debt under an Energy Performance Contract.

1. A description of the units to be converted.

AMP	Sites	Type	0BR	1BR	2BR	3BR	4BR	5BR	Total
AL004000003B	Tinsley Manor	Family	0	4	16	4	0	0	24
L004000001B	Washington Homes	Family	0	4	17	21	5	0	47
AL004000001A	Parkwin Homes.	Family	0	6	19	21	5	2	53

2. Any change in the number of units that is proposed as part of the conversion.

a. De minimis unit reductions – ***none.***

b. Unit reductions that are exempt from the de minimis cap – ***none.***

c. Any change in the bedroom distribution of units that is proposed as part of the conversion –

Barber Terrace- see the following chart

3. Changes in the policies that govern eligibility, admission, selection, and occupancy of units at the project after it has been converted.

Converting to Project Based Vouchers (PBV). Currently used waiting list preferences used for public housing will continue for all covered projects. Resident Rights and Participation, Tenant Protections for residents stated in Section 1.6, Attachment 1B of this RAD Notice Revision 3 and the Joint Housing/PIH Notice H-2014-09/ PIH2014-17 will all be adhered to.

Specifically:

1. Right to Return. Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Permanent involuntary displacement of residents may not occur as a result of a project's conversion of assistance, including, but not limited to, as a result of a change in bedroom distribution, a reduction of units, or the reconfiguration of apartments. Where the transfer of assistance to a new site is warranted and approved residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit or other suitable housing, and thereby waive their right to return to the development after rehabilitation or construction is completed.

2. No Re-screening of Tenants upon Conversion. Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.

3. Under-Occupied Unit. If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit become available in the covered Project. When an appropriate sized unit becomes available in the covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the covered Project, 24 CFR 983.259 is waived.

4. Renewal of Lease. Under current regulations at 24 CFR § 983.257(b)(3), the PHA must renew all leases upon lease expiration, unless cause exists. This provision must be incorporated by the PBV owner into the tenant lease or tenancy addendum, as appropriate.

5. Phase-in of Tenant Rent Increases. If a tenant's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) only to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

Anniston Housing Authority Policy: If the tenant's monthly rent increases more than 10% or $25, whichever is greater, a three (3) year phase in will be implemented according to the Three Year Phase in scheduled below.

The method below explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058.

Three Year Phase-in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and all subsequent recertification's – Full standard TTP.

6. Public Housing Family Self Sufficiency (PH FSS). Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, and participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered Tenant Based Rental

Assistance (TBRA) funds, thus reverting to the HAP account if forfeited by the FSS participant.

7. Resident Participation and Funding. Residents of covered projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

8. Resident Procedural Rights. The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

a. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257, related to Project owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

i. A reasonable period of time, but not to exceed 30 days:
   a. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
   b. In the event of any drug-related or violent criminal activity or any felony conviction;

ii. 14 days in the case of nonpayment of rent; and

iii. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

iv. 3 day Expedited Lease Termination: If the health or safety of other residents, AHA employees, or persons residing in immediate vicinity of the premises is threatened; or if any member of the household has engaged in any drug related criminal or violent criminal activity; or if any member of the household has been convicted of a felony, AHA shall give the resident three (3) day's written notice of termination of tenancy.

b. Grievance Process. Pursuant to the requirements in the RAD Statute, HUD has established additional procedural rights to comply with the requirements of section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner/PHA (hereinafter "Project Owner") to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given

to residents for any dispute that a resident may have with respect to a Project owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

a. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).

b. For any additional hearings required under RAD, the Project Owner will perform the hearing.

ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.

iii. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

iv. The Project Owner provides opportunity for an informal hearing before an eviction. Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

Anniston Housing Authority Policy: The hearing procedures for PBV and PBV clients converted under RAD are outlined in the Anniston Housing Authority HCV Administrative Plan.

9. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described above; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited to only persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only disabled persons is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment); tenants that move into the property following conversion, etc.,) is covered by this waiver.

10. **Jobs Plus.** ***Not Applicable***

11. **When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(d)). Also a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR § 983.258).

Since the rent limitation may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e. residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by PIH Notice 2012-32, REV-2. In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance.

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP come to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR § 983.207 or, where "floating" units have been permitted.

12. Transfer of Assistance. ***Not applicable***

Transfer of assistance at the time of conversion – ***none.***

13. Impact on existing voluntary compliance agreements, consent orders or consent decrees or final judicial rulings or administrative rulings or decisions - ***none exist.***

14. RAD conversion compliance with all applicable site selection and neighborhood reviews standards and procedures.

15. All applicable site selection and neighborhood reviews standards and procedures have been followed.

16. Moving To Work Requirements – ***not applicable***.

17. Additionally, in accordance with 24 CFR Part 903, a PHA must perform the following actions in regards to their Capital Funds:
The PHA shall notify the public that the current and future Capital Fund Program Grants Budgets, will be reduced as a result of any projects converting to RAD.

a. The Anniston Housing Authority receives approximately $1,600,000.00 annually from HUD from the Capital Fund Program. A decrease in the Capital Fund Program will continue due to the term limit on receiving proration for Cooper Homes and the RAD conversion reduction. Capital Fund Program Grants will no longer be available for the converted sites. The Anniston Housing Authority will fund replacement reserve accounts out of proceeds from contract rents.

b. Additionally, the Anniston Housing Authority does not have an existing Energy Performance Contract (EPC) for the converting projects.

18. All other required information and certifications necessary to submit a Significant Amendment to the PHA Plan, including Resident Advisory Board comments and responses, challenged elements, and all required certifications.

This submission will include the following:

- Comments from the Resident Advisory Board
- Public Comments and Challenged elements
- Responses
- Required Certifications

Attachment E continued
9/8/2026

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

Anniston Housing Authority Policy and Competitive and Non-Competitive Process

Competitive Process - PHA Request for Proposals

Anniston Housing Authority will advertise its request for proposals (RFP) for the following unit types in the following newspapers and trade journals.

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, Anniston Housing Authority will post the RFP and proposal submission and rating and ranking procedures on its website.

In order for the proposal to be considered, the owner must submit the proposal to Anniston Housing Authority by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

New Construction

New construction is defined as housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the PBV program. New construction projects must be completed within a two-year period after approval of the proposal unless an extension is approved by the PHA.

Rehabilitation

Rehabilitation is defined as housing units that exist on the proposal selection date, but do not substantially comply with Housing Quality Standards (HQS) or NSPIRE on that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the PBV program and will cost in excess of $5,000 per unit to make minimal improvement so that they can pass inspection.

Existing Housing

Housing units that already exist on the proposal selection date and generally will be considered to substantially comply with the inspection if those units can be made to pass inspection after an infusion of less than $5,000 per unit. (The units must fully comply with inspection before execution of the Housing Assistant Payment contract.)

Non-Competitive Process

A PHA may provide PBV assistance to improve, develop, or replace a public housing property or property that it controls or has an ownership interest in without using a competitive process (H.R. 3700 Housing Opportunities Through Modernization Act of 2016, Section 106).

The PHA may also add units to a PBV HAP Contract without engaging in a competitive process in order to preserve funding or provide additional resources to serve homeless families. As of April 18, 2017, any existing PBV HAP contract, including a contract entered by to April 18, 2017, may be amended to add units by mutual agreement of the PHA and owner without competitive process.

PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA- owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to noncompetitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 20 percent of the number of dwelling units (assisted or unassisted) in the project.

Attachment "E" continued

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

A. Statement of Section 8 Project-Based Voucher Program Goal and Approach

1. Statement of Section 8 Project-Based Voucher Program (PBV) goal is designed to accomplish two major objectives for the PHA:
   a. To increase the supply of assisted rental housing for eligible individual families; and Anniston Housing Authority Housing Choice Voucher Administration Plan
   b. To improve the efficiency and utilization of the Section 8 Housing Choice Voucher Program.
2. In order to facilitate the administration of the PVB Program and to develop a system of checks and balances, the follow will occur:
   a. The PHA will administer the PBV program for up to 20% of the amount of budget authority allocated to the PHA by HUD in the PHA's HCV program.
   b. The waiting list team will be responsible for processing applicants as well as administering the waiting list; and
   c. The HCV/Section 8 Department will be responsible for housing the eligible qualified applicants and will continue to administer the PBV program for the duration of the housing assistance payment contract with the owner.

Public Notice, Owner Proposal Submission Requirements and Site Selection Policy (24 CFR 983.51)

1. General
   Both selection methods described in 24 CFR 983.51(b) will be considered to determine which method best meets the needs of the PHA.
2. Public Notice Requirements
   a. If the PHA selects the proposal method of proposals that have not been through a competition pursuant to 983.51(b), it will publish a Public Notice of Agency Request for PBV Proposals.
   b. This notice will be published in the newspaper with the widest general circulation in the PHA jurisdiction.
   c. This notice may include but not necessarily be limited to the following:
      1) A request for PBV proposal
      2) Contract information to request a proposal submission package
      3) The addresses to send the proposal
      4) A statement that the submission package contains all required details and only proposals submitted using the submission package will be considered and
      5) The time and date proposals are to be received.
   e. The Public Notice will be published once each week for three (3) consecutive weeks;
   f. The deadlines for receipt of proposals will be at least30 calendar days from the publication date of the last public notice.
   g. The public notice may specify the estimated amount of housing assistance payment/ACC units that may be available.
   h. The PHA will maintain a log of the name and address of interested parties to whom submission packages are sent or by whom submission packages are picked up at the main office, the date of the request and the date the packages are mailed or picked up.

i. Submission packages that are not picked up shall be sent by first class mail no later than two (2) calendar days after receiving the request.
j. The PHA will maintain a list of proposals received and the date they are received.
k. The outside of the envelope or package will be dated and time stamped.
l. The PHA may hold a briefing for potential applicants. The date, time and location of the briefing are to be provided in the Public Notice.

3. Owner Proposal Submission Requirements
   a. A proposal package will be prepared and provided to interested parties upon request.
   b. This package may include at least:
      1) Detailed information required to be included in the proposal.
      2) Selection evaluation factors.
      3) Instructions to mark the outside of the proposal with the words "PBV Proposal" in the lower left-hand corner of the envelope or package.
   c. As appropriate the PHA may select what items are to be included in a PBV proposal and list these items in the PBV Proposal Submission Package from the following items:
      1) A description of the housing to be constructed or rehabilitated, including:
         a) The number of units by size (square footage)
         b) Bedroom count
         c) Bathroom count
         d) Sketches of the proposed new construction or rehabilitation
         e) Unit plans
         f) Listing of amenities and services and
         g) Estimated date of completion
         h) For rehabilitation, the description must describe the property as is and must also describe the proposed rehabilitation
      2) Evidence of site control
4. For new construction, identification and description of the proposed site, site plan, and neighborhood
5. Evidence the proposed new construction or rehabilitation is permitted by current zoning or regulations, or evidence to indicate the needed re-zoning is likely and will not delay the project
6. Proposed contract rent per unit, including:
   a) Indication of utilities, services and equipment included in rent
   b) Indication of utilities, services and equipment not included, and
   c) For utilities not included, estimated monthly average cost for each unit type for the first year of occupancy.
7. A statement identifying:
   a) The number of persons (families, individuals, businesses and non-profit organizations) occupying the property on application submission date
   b) Number of persons to be displaced, temporarily relocated or moved permanently within the building or complex
   c) Estimated cost of relocation payments and services, and the sources of funding
   d) The organization(s) that will carry out the relocation activities
   e) Identify the owner and other project principals and the names of officers and principal members, shareholders, investors and other parties having a substantial interest
   f) Certification showing the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs
   g) Disclosure of any possible conflict of interest by any of the parties that would be in violation of the Agreement to enter a HAP Contract or the HAP Contract itself

h) Any information on the qualifications and experience of the principal participants
i) The owners plan for managing and maintaining the units
j) Evidence of financing or lender interest and the proposed terms of financing
k) Documentation that site is free from environmental or safety hazards
l) Documentation that site is not on a 100-year Flood Plan or does not involve a historic property, and
m) Statement the rehabilitation is or is not being undertaken in areas targeted for revitalization.

Site Selection Policy

The site selection policy and procedures herein promote the PBV goals by ensuring the supply of assisted rental housing is expanded while being in compliance with the HCV/Section 8 Project-Based Voucher Program Final Rule.

a. A three (3) member team of the PHA staff will review, evaluate and recommend a proposal. Proposals will not be opened until after the submission deadline.
b. The PHA is under no obligation to award a PBV to any proposal received.
c. As appropriate the Executive Director shall recommend a proposal to the Board of Commissioners (Board), subject to the proposed site passing environmental. Review requirements at 24 CFR 983.58.
d. The agency will establish written evaluation criteria. The evaluation will be in two (2) steps?

1) Proposals must first meet written qualifying factors required in a HUD regulation or a HUD notice. Proposals not meeting the qualifying factors will not be evaluated/rated in the second tier. A qualifying factor review for each item and the signature of the person performing the review. The October 15, 2005, Project Based Voucher Program lists the following factors:

a) The proposal was received by the deadline.
b) The property is eligible housing (24 CFR sections 983.53 and 983.54). The PHA will confirm the proposed units are not part of the list of prohibited units.
c) The proposal complies with the cap on the number of PBV units per building (24 CFR section 983.56)
d) The proposal meets the Site Selection standards (24 CFR 983.57)
e) The proposal meets zoning requirements
f) The site is consistent with the goal of deconcentrating poverty and expanding housing opportunity pursuant to elements listed at 24 CFR section 983.57 (b)(1). The PHA will use a form to document that each of the seven (7) items listed were considered.
g) The site facilities compliance with Civil Rights Requirements listed at 24 CFR section 983.57 (b)(2).
h) The site meets HQS (REAC/INSPIRE) site standards at 24 CFR 982.401(1).
i) If needed, the proposal passes the HUD subsidy layering review pursuant to 24 CFR 983.55.

2) Proposals meeting all qualifying factors are then evaluated based upon the PHA's Evaluation Selection Criteria:

a) The Evaluation Selection Criteria will be consistent with HUD regulations and guidelines, including 24 CFR 983.57 (d) and (e).
b) The criteria will be written and adopted by the Board prior to the first Public Notice.
c) Each criteria will be assigned a maximum point value indicative of its relative importance.
d) An Evaluation Selection Criteria rating sheet will be prepared, listing each criteria, the maximum points, the points awarded for each criteria, the total points awarded, voluntary comments, the name of the reviewer and the date of the review.

e) Each proposal will be independently rated by each evaluator over the same period of time.
f) The evaluation team may meet to determine a recommendation.
g) The agency is not obligated to select the highest rated proposal if a reasonable explanation can be provided to the Board.
h) If appropriate, the PHA quality and design requirements in addition to HQS/REAC/INSPIRE pursuant to 24 CFR 983.100(e) may be included as a rating factor.
i) The results of pre-selection inspection of existing units pursuant to 24 CFR 983.103(a) will be evaluation/rating factor if existing units are being considered.
j) Evidence of financial commitment as compared to construction/rehabilitation cost and debt service may be a rating factor.
k) An operation cash flow projection may be a rating factor.
l) A written Management Plan describing how the owner will fulfill the occupancy and maintenance requirements may be a rating factor.

3) For proposals with omissions or discrepancies, applicants will be notified by letter and will be allowed 10 calendar days to correct or complete the proposal. If the correction of additional requested information is not received by the deadline, the proposal will be considered incomplete and rejected.

4) Within seven (7) calendar days of Board approval, the PHA will provide written notification of the selected proposal(s) to all parties submitting a proposal.

5) Within 14 calendar days of Board approval, the PHA will publish a Public Notice announcing the parties selected to receive PBV in the same newspaper in which the Public Notice of Agency Request for PBV Proposals was published.

6) If the PHA has any direct or indirect interest in selected proposals, the PHA will request the selection process be reviewed by the local HUD Field Office or HUD approved independent entity, to determine the proposal was appropriately selected based on the selection procedures specified in the PHA HCV/Section 8 Administrative Plan. The requirements at 24 CFR 983.59 for independent entity to Anniston Housing Authority Housing Choice Voucher Administrative Plan perform the inspection, reasonable rent determination and determination of initial occupant rent shall be followed.

7) Documentation regarding the basis for the proposal selection will be made available at the Executive Director's office under the control of an assistant to the Executive Director for at least

three (3) years from the date the Board approved the proposal.

C. Housing Type

1. The PHA retains discretion to determine which housing type to select among the eligible housing types. However, the PHA resumes the right not to provide PBV assistance to Excepted units pursuant to 24 CFR 983.56(c)(2). Depending on the PHA's needs, particular housing types may receive points in the proposal evaluation/rating process.

D. Excepted Units for Elderly, Disabled and Supportive Services Families

1. Excepted units may be part of the PBV contract and are not to be counted toward the cap on the number of PBV units in a building. However, the PHA reserves the right to not provide PBV assistance to Excepted units, pursuant to 24 CFR 983.56(c)(2).
2. Excepted units must be used for a "Qualifying" family.
3. The PHA may consider the following families as "Qualifying" families:

a. Elderly or disabled families

b. Families receiving any type of supportive services from an accredited source and receiving any level of supportive services

c. The services do not need to be provided at the project

d. If supportive services are discontinued the family shall continue to be a "Qualified" family as long as the family resides in the unit

e. If the family vacates the unit, the unit shall remain as "Excepted" if it is re-rented to another "Qualifying" family

f. The PHA shall monitor the family's participation in supportive services once each year as part of the annual reexamination of the family. The family shall provide a third-party verification to document participation in supportive services.

g. If the family does not fulfill its obligations under a family self-sufficiency or similar program, the PHA reserves the right to take or not to take any action, pursuant to 24 CFR 983.201 and other parts of this Administrative Plan

h. The PHA reserves the right to place a cap less than 25% on the number of units receiving PBV or other project-based assistance in a building with "Excepted" units

A. New Construction or Rehabilitation

If an owner is proposing to pledge the HAP Contract as security for financing, the owner must submit the financing document to the PHA for review. In determining approvability of the pledge arrangement, the PHA must ensure that the financing documents do not modify the contract and do not contain any requirements inconsistent with the contract. Any contract must be limited to amount payable under the contract in accordance with the terms of the contract.

E. PBV Housing Assistance Payments Contract (HAP) Process for Rehabilitation or Newly Constructed Units

1. The PHA and the owner will enter into an Agreement to enter into a HAP Contract (AHAP) for Project-Based Voucher provided by HUD.
2. "Timely Completion" of the development shall be defined in the AHAP.
3. If the development work is not completed (i.e. occupying permit being issued) within the timely completion period, the PHA reserves the right to either terminate the AHAP or provide and extension to the timely completion period.
4. The PHA may, as needed, determine the acceptability of work drawings and specifications and require additional drawings and specifications in the work description section of the AHAP.
5. The AHAP cannot be executed until after the PHA receives approval of the Subsidy Layering Review (if needed) and approval of the Environmental Review.
6. After receiving the approval in item 5 (above), the AHAP shall be executed within 30 calendar days.

7. The AHAP will clearly describe the required evidence of completion that will be provided by the owner.
8. The PHA will review all evidence of completion and either approve or require additional evidence.
9. The PHA will use the HUD issued Project-Based Voucher Housing Assistance payments (HAP) contract.
10. For existing housing, the HAP contract shall be executed within 14 calendar days after the units and building pass HQS/REAC/INSPIRE inspection.
11. For newly contracted or rehabilitation housing, the HAP contract will be executed 14 calendar days after:
    a. The PHA has inspected the completed units and building and determined the development work was completed pursuant to the AHAP;
    b. The owner has submitted all required evidence of completion; and
    c. The PHA has accepted the evidence of completion.
12. The term of the HAP Contract will be for 10 years unless there is a documented and compelling reason for a lesser term of not less than one (1) year.

F. Conduct of Development Work
1. If needed, the PHA shall monitor Davis-Bacon wage requirements bi-weekly.
2. The PHA will maintain adequate documentation in an easily audited format for all items required to be monitored per the AHAP.
3. The PHA will provide a Documentation of Completion Certification to the owner pursuant with 24 CFR 983.155.

G. Extension of HAP Contract
1. The HAP Contract may be extended for terms of up to 15 years if deemed appropriate by the PHA.
2. 2.When determining appropriateness for a HAP Contract extension, the PHA may consider:
    a. The owner's history of compliance with the HAP Contract;
    b. The owner's history of properly screening clients and enforcing the lease;
    c. The PBV units can still be properly supported by the PHA Five-Year and Annual Plan or other documented community needs; and
    d. The PHA determines that PBV is still the best use of the HCV Program budget authority.

H. Substitution and Addition of Contract Units
1. When considering the substitution of a contract unit, in addition to the substitute unit meeting HQS/REAC/INSPIRE, the PHA may take into consideration:
    a. A request for reasonable accommodation;
    b. Changes in the condition or use of units in the building;
    c. A resulting improvement in program or building management; and
    d. Other reasonable justifications.
2. When adding units to the PBV HAP Contract during the first three (3) years of the Contract, the PHA may take into consideration:
    a. The regulatory limits per building and 20% of ACC units;
    b. A request for reasonable accommodation;
    c. Changes in the condition or use of units in the building;

d. A resulting improvement in program or building management; and
e. Other reasonable justifications.

I. Condition of Contract Unit
1. When determining the need for additional HQS/REAC/INSPIRE requirements, the following items may be considered:
a. Assurance of continued compliance with any design, architecture or quality requirements listed in the AHAP or HAP Contract; and
b. Request for reasonable accommodation.
2. Additional HQS/REAC/INSPIRE requirements are located in the HQS section of this HCV/Section 8 Administrative Plan.

J. Management
1. Owner Responsibilities
a. The owner shall develop a written management plan that will be reviewed by the PHA during the proposal evaluation/rating process.
b. The PHA will review the owner's compliance performance with the HAP Contract on or about the anniversary date of the contract.
c. The owner shall appropriately screen applicants referred by the PHA.
d. Provide the PHA with a copy of any termination of tenancy notifications on the following day.
e. Offer vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit.
2. Waiting List and Selection for Participation
a. The PHA HCV will establish a separate waiting list for each PBV project unless increased efficiency can be achieved by having the same waiting list for two or more PBV developments.
b. All applicants of the appropriate bedroom size(s) on the HCV/Section 8 Program will have the opportunity to be placed on the PBV waiting list when it is first established.
c. Applicants who pass the HUD required HCV/Section 8 Program screening will be referred to the Owner.
d. The PHA may place families referred by the Owner of the project-based voucher units on its PBV waiting list. Families will be referred to housing units from the waiting list.
e. Concerning Income Targeting, in any fiscal year, not less than 75% of families admitted to the combined tenant-based and Project-Based Voucher Program should be extremely low-income families.
f. PBV units will not remain vacant for an excessive period of time to meet the Income Targeting percentage.
3. Filing Vacant Units
a. When the Owner notifies the PHA of vacancies in the PBV units, the PHA will refer to the Owner one or more families of the appropriate size on the waiting list. A family that refuses the offer of a unit with Project-Based assistance will maintain its place on the waiting list.
b. The Owner must notify the PHA within two (2) calendar days of learning of a vacancy.
c. The Owner will confirm occupancy, usually through rent payment, once each month.
d. The PHA will refer applicants to the Owner within five (5) calendar days after receiving notice of vacancies. Such referral shall be in the form of providing the Owner with a copy of the HCV/Section 8 voucher and a copy will be retained with the application.

e. The Owner must rent all vacant units to eligible families referred by the PHA from its waiting list. The PHA will determine eligibility for participation in accordance with HUD requirements.
f. If the PHA does not refer a sufficient number of interested applicants on the PHA waiting list to the Owner within 30 calendar days of the Owners' notification to the PHA of a vacancy, the Owner may advertise for or solicit applications from eligible very low-income families. The Owner must refer these applicants to the PHA to determine final eligibility.
g. The Owner shall notify rejected applicants within three (3) calendar day of the decision in writing with a copy to the PHA.

4. Briefing the Family

Within seven (7) calendar days after accepting PBV, the PHA will provide an oral briefing and a written briefing packet pursuant to 24 CFR 983.252.

K. Overcrowded, Under-Occupied, and Accessible Units

The PHA's subsidy standards apply to the PBV program and will determine the appropriate unit size for the family size and composition.

1. If the PHA determines that family is occupying a wrong-size unit (overcrowded or underoccupied) or a unit with accessibility features that the family does not require and the unit is needed by a family that requires accessibility features, the PHA will promptly notify the Owner of this determination and offer the family continued assistance in the form of:
   a. PBV assistance in an appropriate-size unit, in the same project or in another project;
   b. Other project-based housing assistance (e.g., by occupancy of a public housing unit);
   c. Tenant-based rental assistance under the HCV program; or
   d. Other comparable public or private tenant-based assistance (e.g., under the HOME program).
2. Termination of Housing Assistance Payment
   a. If the PHA offers the family the opportunity to receive Tenant-based rental assistance under the HCV/Section 8 program, the PHA must terminate HAP payment for a wrong-sized or accessible unit:
      1) At the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA), or
      2) The date upon which the family vacates the unit;
      3) If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the date of the term of the family's voucher, the PHA must remove the unit from the HAP Contract.
   b. If the PHA offers the family the opportunity for another form of continued housing assistance, not in the tenant-based voucher program, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA will terminate the housing assistance payment for the wrong-sized or accessible unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP Contract.

L. Reduction of Number of Units Covered by HAP Contract
1. Owners must lease all assisted units under HAP Contract to eligible families. Leasing of vacant units to ineligible tenants is a violation of the HAP Contract and grounds for all available legal

remedies including suspension or debarment from HUD contracts and reducing the number of contact units.

2. The PHA may reduce the number of units if a unit is a vacant for 120 days since Notice of Vacancy from the Owner to the PHA and the PHA has made good faith efforts to refer applicant to Owner.
3. Restoration: The PHA will agree to an amendment of the HAP Contract to provide subsequent restoration of any reduction made, if:
   a. The PHA determines that the reduction is justified by demand;
   b. The Owner otherwise has a record of compliance with obligation under the HAP Contract; and
   c. Contract authority is available.

M. Maintenance and Inspections
1. The Owner must provide all services, maintenance and utilities as agreed under the HAP Contract, subject to abatement of housing assistance payments or other applicable remedies if the Owner fails to meet these obligations.
2. The PHA will inspect 100% of the PBV units under contract at least annually and at other times as may necessary to assure the Owner is meeting the obligations to maintain the units in decent, safe and sanitary condition and to provide the agreed upon utilities and services.
3. If the PHA notifies the Owner the unit(s) under contract are not in decent, safe and sanitary condition and the Owner fails to take corrective actions within the time prescribed in the notice, the PHA may exercise any or all of its rights or remedies under the HAP Contract, including abatement of the housing assistance payment or termination of the HAP Contract.

N. Rent and Housing Assistance Payments
1. The Owner will not charge more than one (1) month's rent as a security deposit and will not charge a security deposit that is higher than non-subsidized units.
2. The PHA will maintain documents to clearly justify the determination or rent to Owner pursuant 24 CFR 983.301.
3. Rent Adjustments
   a. If the Owner wishes a rent increase, the Owner must request a rent increase by written notice to the PHA at least 90 days before the HAP Contract anniversary date.
   b. To be eligible for an increase, the Owner must comply with all requirements of the HAP Contract, including HQS/REAC/INSPIRE for all contract units.
   c. The adjusted rent will be reasonable in comparison with rents charged for comparable dwelling units in the private, unassisted local market.
4. Special Rent Adjustments
   a. A special rent adjustment may be approved only to reflect increases in the actual and necessary cost of owning and maintaining the contract units due to substantial and general increases in:
      1) Real Property taxes;
      2) Special governmental assessments;
      3) Cost of utilities not covered by regulated rates.
   b. The Owner must submit financial information, as requested by the PHA, that supports the request for a special adjustment.
5. Owner Certification of Rent

   By accepting each monthly housing assistance payment form the PHA, the Owner certifies that the rent to Owner is not more than rent charged by the Owner for comparable unassisted units in the premises.

6. Reasonable Rent
   a. The PHA will not enter into an agreement or HAP Contract until it is determined the initial rent to the owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination the PHA will consider:
      1) The location, quality, size, unit type, and age of the contract unit; and
      2) Any amenities, housing services, maintenance and utilities to be provided by the Owner in accordance with the lease.
   b. The initial rent to the Owner for a unit may not exceed the reasonable rent as determined by the PHA in accordance with 24 CFR 983.
7. FMR/Exception Rent Limit
   The initial gross rent for the unit shall not exceed 110% of the established Fair Market Rent on the date the Agreement to enter into a HAP Contract is executed. The FMR/exception rent is determined by the PHA in accordance with 24 CFR 982.504.

O. Rental Assistance Demonstration – RAD Significant Amendment 2019 Fact Sheet

RAD-Specific Significant Amendment to the PHA Plans

The Anniston Housing Authority is amended its Annual Plan, ACOP, HCV Administration Plan and/or 5- year PHA Plan because it was a successful applicant in the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. Presently, the Authority will be converting four public housing communities to the RAD program. Conversion of assistance under RAD is considered a Significant Amendment to the Authority's Annual/5 year Plan.

Key Points of RAD Conversation

Right to Return. Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.

No Re-screening of Tenants upon Conversion. At conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit.

Under-Occupied Unit. If a family is in an under-occupied at the time of conversion, the family may remain in this unit until an appropriate-sized unit become available in

the covered Project. When an appropriate-sized unit becomes available in the covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time.

Renewal of Lease. The PHA will renew all leases upon lease expiration.

Phase-in of Tenant Rent Increases. If a tenant's monthly rent increases by more than the greater of 10%
of $25 purely as a result of conversion. The rent increase will be phased in over 3 years.

Public Housing Family Self Sufficiency (PH FSS). Public Housing residents that are current FSS participants will continue to be eligible for FSS.

Grievance Process. The hearing procedures for Project-Based Voucher (PBV) and PBV clients converted under RAD are outlined in the Anniston Housing Authority HCV Administrative Plan.

Earned Income Disregard (EID). Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion.

Attachment F

Admissions and Continued Occupancy Policy (ACOP) Addendum
Anniston Housing Authority (AHA)
This Addendum is being Executed in Accordance Notice PIH 24-38
Effective July 1, 2025

The following provisions are being added to the AHA ACOP dated **11/15/24** via this addendum to comply with Notice PIH 24-38 and be effective July 1, 2025. These provisions are included in the ACOP approved by the Board on **5/22/25**, which cannot be implemented until HUD completes updates to its computer system. HUD has determined that the implementation of the changes included below are not subject to HUD system updates.

Earned Income Disregard (EID) - Effective January 1, 2024, this disregard was eliminated.

Income Exclusions – The list of income exclusions in the definition section of the ACOP is deleted and new list (see attachment 1) replaces it.

- See attachment Number 1 to this addendum

Definitions – The following definitions are added/revised:

- **Earned Income** - Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- **Unearned income** - Any annual income, as calculated under § 5.609, that is not earned income (see earned income definition above).
- **Family** – Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person:
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older:
    - A group of persons residing together, and such group includes, but is not limited to:
        - A family with or without children (a child who is temporarily away for the home because of placement in foster care is considered a member of the family)
        - An elderly family
        - A near-elderly family

- A displaced family
- The remaining member of a tenant family

Note: By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household.

- Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]
- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

- **Day Laborer** - An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
- **Dependent** - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603] An unborn child shall not be considered a dependent.
- **Foster Child** - a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
- **Foster Adult** - A member of the household who is 18 years of age or older and meets the definition of a foster child under State law. In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.
- **Health and medical care expenses** - Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
- **Minor** - A member of the family, other than the head of family or spouse, who is under 18 years of age.

De Minimis errors - PHAs will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income).

If an error occurred in the calculation of income that results in the family overpaying rent, the amount of overpayment retroactive until the effect date of the error will be credited to the tenant account. The family may request a refund of the credit amount that exceeds charges due in the next 30 days or the credit will be applied to future charges.

Enterprise Income Verification (EIV) – EIV is no longer required to be used during interim reexaminations but at the HA's discretion may be used when other sources are unavailable or disputed.

Federal Privacy Act Statement (Form HUD 9886-A) – The HA is using the new Federal Privacy Act Statement, which includes the changes below:

- The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke consent.
- Families have the right to revoke consent by notice to the PHA; however, revoking consent will result in termination or denial of assistance.

Attachment Number 1

INCOME EXCLUSION LIST

(1) Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(1) The Federal government.

(2) A State, Tribe, or local government.

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section.

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

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

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

(iii) Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be

deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(c) Calculation of Income. The PHA or owner must calculate family income as follows:

(1) Initial occupancy or assistance and interim reexaminations. The PHA or owner must estimate the income of the family for the upcoming 12-month period:

(i) To determine family income for initial occupancy or for the initial provision of housing assistance; or

(ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(2) Annual Reexaminations. (i) The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title.

(ii) In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(iii) The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

(3) Use of other programs' determination of income. (i) The PHA or owner may, using the verification methods in paragraph (c)(3)(ii) of this section, determine the family's income prior to the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

(A) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).

(B) Medicaid (42 U.S.C. 1396 et seq.).

(C) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).

(D) The Earned Income Tax Credit (26 U.S.C. 32).

(E) The Low-Income Housing Credit (26 U.S.C. 42).

(F) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).

(G) Supplemental Security Income (42 U.S.C. 1381 et seq.).

(H) Other programs administered by the Secretary.

(I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

(J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register.

(ii) If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this paragraph

(c)(3), the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24 CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

(4) De minimis errors. The PHA or owner will not be considered out of compliance with the requirements in this paragraph (c) solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA or owner determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.

(i) The PHA or owner must still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay the PHA or owner in instances where a PHA or owner has miscalculated income resulting in a family being undercharged for rent or family share.

(ii) HUD may revise the amount of de minimis error in this paragraph (c)(4) through a rulemaking published in the Federal Register for public comment.

Attachment G
HCV and ACOP Administrative Changes 2025

Housing Choice Voucher (Section 8) Administrative Plan
Anniston Housing Authority (AHA) ACOP
This Addendum is being Executed in Accordance Notice PIH 2024-38
Effective July 1, 2025

The following provisions are being added to the AHA Administrative Plan dated **11/15/24**, via this addendum to comply with Notice PIH 24-38 and be effective July 1, 2025. These provisions are included in the ACOP approved by the Board on **5/22/25**, which cannot be implemented until HUD completes updates to its computer system. HUD has determined that the implementation of the changes included below are not subject to HUD system updates.

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- See attachment Number 1 to this addendum

Definitions – The following definitions are added/changed:

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- **Unearned income** - Any annual income, as calculated under § 5.609, that is not earned income (see earned income definition above).
- **Family** – Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person:
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older:
    - A group of persons residing together, and such group includes, but is not limited to:
    - A family with or without children (a child who is temporarily away for the home because of placement in foster care is considered a member of the family)
    - An elderly family
    - A near-elderly family

- A displaced family
- The remaining member of a tenant family
- A foster care arrangement, or a kinship care arrangement

Note: By definition, a family must contain a competent adult of at least 18 years of age to enter into a contract and capable of functioning as the head of the household.

- Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]
- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child, or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

- **Day Laborer** - An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
- **Dependent** - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603] An unborn child shall not be considered a dependent.
- **Foster Child** - a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.
- **Foster Adult** - A member of the household who is 18 years of age or older and meets the definition of a foster child under State law. In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.
- **Health and medical care expenses** - Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.
- **Minor** - A member of the family, other than the head of family or spouse, who is under 18 years of age.

De Minimis errors - PHAs will not be considered out of compliance solely due to de minimis errors in calculating family income. De minimis errors occur when a PHA's determination of a family's income deviates from the correct income determination by no more than $30 per month in monthly adjusted income (or $360 in annual adjusted income).

If an error occurred in the calculation of income that results in the family overpaying rent, the amount of overpayment retroactive until the effect date of the error will be credited to the tenant account. The family may request a refund of the credit amount that exceeds charges due in the next 30 days or the credit will be applied to future charges.

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- The executed consent form will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke consent.
- Families have the right to revoke consent by notice to the PHA; however, revoking consent will result in termination or denial of assistance.

Attachment Number 1

INCOME EXCLUSION LIST

(1) Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(1) The Federal government.

(2) A State, Tribe, or local government.

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section.

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial

assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

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

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

(iii) Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

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

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(c) Calculation of Income. The PHA or owner must calculate family income as follows:

(1) Initial occupancy or assistance and interim reexaminations. The PHA or owner must estimate the income of the family for the upcoming 12-month period:

(i) To determine family income for initial occupancy or for the initial provision of housing assistance; or

(ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(2) Annual Reexaminations. (i) The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title.

(ii) In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

(iii) The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

(3) Use of other programs' determination of income. (i) The PHA or owner may, using the verification methods in paragraph (c)(3)(ii) of this section, determine the family's income prior to

the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

(A) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).

(B) Medicaid (42 U.S.C. 1396 et seq.).

(C) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).

(D) The Earned Income Tax Credit (26 U.S.C. 32).

(E) The Low-Income Housing Credit (26 U.S.C. 42).

(F) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).

(G) Supplemental Security Income (42 U.S.C. 1381 et seq.).

(H) Other programs administered by the Secretary.

(I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

(J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register.

(ii) If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this paragraph (c)(3), the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24 CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.

(4) De minimis errors. The PHA or owner will not be considered out of compliance with the requirements in this paragraph (c) solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA or owner determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.

(i) The PHA or owner must still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay the PHA or owner in instances where a PHA or owner has miscalculated income resulting in a family being undercharged for rent or family share.

(ii) HUD may revise the amount of de minimis error in this paragraph (c)(4) through a rulemaking published in the Federal Register for public comment.

Attachment H
Pet Policy

Pet Policy Lease Addendum-Revised February 2009

Anniston Housing Authority (HA)

This addendum is being executed in accordance with Section XVI of the Dwelling Lease

Section I.

1. Pet ownership: A tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:

   A. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, (or other four legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet. The Head of Household must register the pet with the housing authority. Registration includes the certification from a licensed veterinarian that the pet has obtained all required pet inoculations, information to identify the pet, and the name and address of the pet owner and the name and address of a responsible party to care for the pet if the owner is unable to. This information shall be updated annually as part of the reexamination process.

   B. If the pet is a dog or cat (house cat), it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a dog and/or cat cannot exceed 20 pounds (fully grown). All other four legged animals are limited to 10 pounds (fully grown). **Note:** The requirement of having a cat declawed at three months has been deleted; however, the head of household will be responsible for the actual cost to repair any damages to the dwelling unit as a result of the cat not being declawed.

   C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

   D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and nonhazardous manner.

1.

E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of this agreement.

F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.

G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on HA property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff has to take a pet to the Humane Society the Tenant will be charged $50 to cover the expense of taking the pet(s) to the Humane Society.

H. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Tenant. In the case of an emergency, the HA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.

I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the humane society. A statement containing the weight of the pet must be provided to the HA prior to the execution of this agreement and upon request by the HA.

Note:
Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from HA property.

2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.

3. Prohibited Animals: Animals or breeds of animals that are considered by the HA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, rottweiler, doberman pinscher, pit bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum.

4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting,

scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant, in writing, that the animal must be removed from the Public Housing Development, within 10 day of the date of the notice from the HA. The Tenant may request a hearing, which will be handled according to the HA's established grievance procedure. The pet may remain with the tenant during the hearing process unless the HA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HA, the pet must be immediately removed from the unit upon receipt of the notice from the HA.

6. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HA staff is required to clean any waste left by a pet, the Tenant will be charged $25 for the removal of the waste.

7. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of $25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff takes a pet to the Humane Society the Tenant will be charged an additional $50 to cover the expense of taking the pet(s) to the Humane Society. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

8. Pets may not be bred or used for any commercial purposes.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

(An Annual Fee and Deposit is required for each pet)

Type of Pet	Fee	Deposit
Dog	$150	$250
Cat	$100	$150
Fish Aquarium	$50	$100
Fish Bowl (Requires no power and no larger than two gallons)	$0	$0
Caged Pets	$100	$150

Note: The above schedule is applicable for each pet; therefore, if a tenant has more than one pet he or she must pay the applicable annual fee and deposit for each pet.

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.
The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the HA at such time. The Annual Fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the HA will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____ agree to the following:
(Print Name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable annual fee of $_____ to cover some of the additional operating cost incurred by the HA. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve months thereafter.

I agree to pay a refundable pet deposit of $_____ to the HA. The Annual Fee and Initial Deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the Tenant after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HA AT THE ANNUAL REEXAMINATION. ANNUAL FEES SHALL BE PAYABLE IN FULL TWELVE MONTHS FROM THE APPROVAL DATE.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE HA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE HA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE HA STAFF OF THE PET (S) FOR DOCUMENTATION.

Head of Household Signature	Date
Housing Authority Representative Signature	Date

Note: See Section XVIII-B Pet Rule of ACOP for animals that are approved as "Assistance Animal" for applicability of Pet Policy and Execution of Pet Lease Addendum.

Attachment I

Trash and Litter policy

ANNISTON HOUSING AUTHORITY

To make the property of the residents of the Anniston Housing Authority cleaner, safer, and more sanitary, it is necessary to adopt this policy and provide for its enforcement. Effective **December 1st, 2026**, the following policy shall be in full force on the premises of the Housing Authority:

1. 1. The Dwelling Lease of the Housing Authority provides in Section IV (BB) that the "Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation."

The Anniston Housing Authority hereby finds that tenants must pick up trash, litter, and other debris on the outdoor areas of their apartment unit, to include that area immediately in the front of and in the rear of each unit. This is considered daily maintenance and a maintenance task which shall be customary for residents of the Housing Authority.

2. All trash receptacles are to be transported to the designated curbside on trash collection day. Trash receptacles are not permitted on the curb until **5:00pm** the day before trash collection day. Trash must be kept in designated areas behind apartments.
3. All trash receptacles are to be returned to the rear of your unit before **10:00am**, the following day. Any receptacle not retrieved by the designated time will be impounded by the Maintenance Division. This will subject the tenant to additional **$10.00** fine.
4. No major appliances, furniture or auto parts (tires, motors, batteries, etc.) are to be placed behind or in front of the unit for storage or disposal. Tenants(s) will be responsible for transporting items to the street curb and calling their local sanitation department for pick-up. Failure to move items to the street curb for pick-up by the local sanitation department promptly could result in a fine of **$10.00 and up to $50.00** based on the item(s) to be removed.
5. If trash receptacle is missing or damaged, please contact your local sanitation department immediately.
6. Each resident is responsible for trash of any type in a yard (front, side, rear) and is subject to fine, regardless of how the trash came to reside in the yard. Trash in resident defined area, and the common area surrounding their apartment, is the

7. responsibility of the resident. If maintenance is required to remove the trash from a resident designated area the maintenance charge will be a ***minimum of $10.00 and up to $50.00.***

If management finds that the tenant is not complying with this policy, notice shall be given to the tenant that he or she shall have one day to clean the area. Failure to clean the area shall result in the housing authority having the area cleaned, and the tenant being charged a fee for this service, which shall be due and payable in fourteen days after the tenant is billed for the same. Failure to pay this fee shall be cause for eviction. If the tenant continues to not pick up trash, litter and other debris as specified in this policy, this shall be considered a repeated breach of the lease, and the lease shall be terminated and the eviction process initiated. In the event that a tenant is unable to perform these tasks because of age or disability, he or she shall, within ten days after the effective date of this policy, or within ten days of the occurrence of a disability, report the same to the management office and the manager shall make an appropriate determination as to whether or not said person shall be excluded from the terms of this policy. A schedule of charges shall be posted on the bulletin board in the management office, and a copy of the same shall be furnished to a tenant upon request.

8. 2. During the grass cutting season, Tenants are expected to have all paper and other items which might interfere with the cutting of the grass picked up prior to mowing. If these items are not picked up when the cutting begins, the tenant shall be charged a fee as specified in Paragraph 1, and the same shall be paid in the same manner and the penalties for non-payment shall be the same as in Paragraph 1.

9. 3. Each resident shall place all materials collected in a bag and dispose of them in a safe and sanitary manner.

10. 4. This policy shall be incorporated into the Dwelling Lease by reference and violation of this policy shall, in addition to being a violation of other portions of the lease, including Section IV (BB) shall be a violation of Section IV (X) of the lease, which states that the tenant agrees "To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference."

Date: _____

Tenant Signature: _____

Property Management: _____

Attachment J

ASSISTANCE ANIMAL POLICY

Adopted on 11/19/26; Effective _____, 2026

ASSISTANCE ANIMALS THAT ARE NEEDED AS A REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES ARE NOT CONSIDERED PETS, AND THUS, ARE NOT SUBJECT TO HA PET POLICIES. THE RESIDENT MUST REGISTER THE ANIMAL WITH THE HA. REGISTRATION INCLUDES THE CERTIFICATION FROM A LICENSED VETERINARIAN OF REQUIRED PET INOCULATIONS, INFORMATION TO IDENTIFY THE PET, AND THE NAME AND ADDRESS OF THE PET OWNER AND THE NAME AND ADDRESS OF A RESPONSIBLE PARTY TO CARE FOR THE PET IF THE OWNER IS UNABLE TO. THE RESIDENT SHALL FURNISH THE HA INFORMATION AT EACH REEXAMINATION AS TO THE STATUS OF THE ANIMAL, THE CONTINUED NEED FOR THE ANIMAL, AND THE INFORMATION CONTAINED HEREINABOVE.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

The HA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. **The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability**.

The HA's refusal to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- The presence of the assistance animal would fundamentally alter the nature of the provider's services.

Assistance animals are a means to provide reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. The HA should verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The HA must also verify that the person is capable of taking care of the animal or has made suitable arrangements for care of the animal in a sanitary manner which is consistent with the Pet Policy of the HA. As with all other disability-related inquiries, the HA may not ask about the nature or severity of the resident's disability. The HA may ask for third party verification.

See attached third party verification form that must be completed by a medical professional and Assistance Animal Data Verification Form that must be completed by a veterinarian.

Anniston Hosuing Authority
500 Glen Addie Ave
Post Office Box 2225
Anniston, AL 36202

EQUAL HOUSING OPPORTUNITY

(256) 236-1575
FAX (256) 236-3981

Confidential

Verification of Need

Date: _____

To: _____
_____
_____

Re: Patient Making Request: _____ D.O.B _____

The individual named above has applied for or is receiving federal rental assistance from the Anniston Housing Authority (AHA) and has identified that he/she has a disability and needs an assistance animal. Housing Authorities are required to verify reasonable accommodation requests for an assistance animal. As the medical provider named by the person requesting the assistance animal, you are asked to verify that the individual meets the requirements on the reverse side of this document:

Please return the completed document in the enclosed self-addressed envelope or fax it to (256) 236-3981.

Sincerely,

AHA Property Management

Assistance Animal Verification Request

The AHA must verify that the individual requesting an assistance animal is a person with a **disability** and/or a household member has a **disability** and has a disability-related need for an assistance animal.

An Assistance Animal is a means to provide a reasonable accommodation for an individual with a "disability", but a disability does not automatically entitle a person to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for an animal.

Please note that all AHA households are allowed to have "pets". An assistance animal is not a pet and is not governed by the AHA pet policy.

Definition of Disabled: Individual with disabilities means any person who has: (a) A physical, mental or emotional impairment that: Substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question.

A. I certify under penalty of law that the person identified above seeking to use and live with the animal has a disability — *i.e.,* a physical or mental impairment that substantially limits one or more major life activities.

B. I certify under penalty of law that the person identified above making the request has a disability-related need for an assistance animal. **In other words,** the animal works, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability.

I _____, hereby certify that _____ meets the requirements
Medical Provider's Name (printed) Name of Requestor (printed)

of both paragraph A and B above and in my professional opinion an assistance animal would alleviates one or more of the identified symptoms or effects of his/her existing disability.

Name and Title _____ Date _____

Signature _____ Phone _____

Penalty for Fraud

Any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person(s) in obtaining or attempting to obtain housing, or a reduction in public housing rental charges, or any rent subsidy to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than $300.00 nor more than $500.00 or be punished at hard labor for the county not to exceed sixty (60) days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

Requestor Statement and Authorization to Release Information

I _____ authorize _____
Name of Requestor (printed) Medical Provider's Name

to release the requested information.

Requestor Signature _____ Date _____

Anniston Housing Authority (AHA)

Assistance Animal Responsibility Form

_____ have been approved for an Assistance Animal. I understand the dwelling lease under Section IV (E), (F), (G) & (H); Obligation of Tenant; Tenant Agrees: (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and wellbeing of all Tenants; (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety; (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition; and, (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner.

I agree and understand that I am liable for any damage or injury whatsoever caused by the assistance animal and shall pay the landlord or applicable party for any damages or injury caused by the assistance animal. I also realize that I should obtain liability insurance for animal ownership and that paying for the insurance is my responsibility.

I agree and understand that all information concerning my assistance animal must be updated annually and provided at the annual recertification (See attached Assistance Animal Data Verification Form). This form must also be completed by a Veterinarian when the assistance animal is initially approved and at annual reexamination.

I also understand that I must obtain prior approval from the AHA before making a change of the Assistance Animal for which this policy was approved. Also, a picture may be taken by the AHA staff of the Assistance Animal for documentation.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by assistance animal.

I agree that I am responsible for keeping the assistance animal under control and the assistance animal must be housebroken.

I agree to comply with the City of Anniston Animal code (hereafter referred to as code). Attached are copies of the codes dealing with: Removal of animal waste, Sec. 4.5; restraint required; running at large, Sec. 4.36; and, Vaccination required, Sec. 4.31. A copy of the complete code is available for your review at your Rental Office.

I agree and understand that if I cannot control the assistance animal to comply with the City of Anniston Animal code or the assistance animal demonstrates behavior and becomes a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures the assistance animal will have to be removed and replaced with an assistance animal that the owner can control.

I also understand that there is no deposit or annual fee charged for an assistance animal and that an assistance animal is not considered a pet.

_____ _____

Head of Household Signature Date

_____ _____

Housing Authority Representative Signature Date

Assistance Animal Data Verification Form

The following form must be completed by a veterinarian

The AHA must verify that all Assistance Animals have received proper vaccinations and other required treatment.

Owners Name _____

Type and Bread of Assistance Animal: _____

The Assistance Animal has been:

Type of Treatment	Date	Yes	No
Neutered			
Spayed			
Rabies (annual vaccination) and distemper			
Other treatments (Specify Below)			

NOTE: City of Anniston animal code requires an annual rabies vaccination for animals that are capable of having and Transmitting rabies and for which the vaccines are recommended by veterinarians.

_____

Signature **Date**

_____

Name of Veterinarian Clinic

NOTE: The AHA staff may take a picture of the Assistance Animal for documentation.

ANNUAL PLAN/5 Year Plan/ACOP 2027-2028
Anniston Housing Authority
October 1st, 2026

The Public is hereby given notice that the Anniston Housing Authority (AHA) will conduct a Public Hearing on **October 13th, 2025, at 5:00 p.m.** The hearing will be held at 500 Glen Addie Anniston Alabama in the Board room at the main office. The purpose of the hearing is to obtain public comments on changes to our Annual Plan, Capital Fund 5 Year Plan and the Admission and Continued Occupancy Policy (ACOP) and HCV Administrative Plan for 2027-2028. The AHA Board of Commissions will vote on approving the Plans includes the long-range goals and objectives for achieving the Authority's mission over the next five years on November 19th, 2026. This site is accessible to handicapped and disabled individuals. Draft copy's of our plans are available for review and inspection at all the AHA office locations and the AHA website beginning **October 1st, 2026**. For additional information concerning the plan, please telephone the AHA main office at (256)236-1575, or by email at info@annistonhousing.org. Residents may request a copy of the plan from your Property Manager.

Public Housing Program /ACOP

Pet Policy – revised
Assistance Animal Policy
Trash Policy
Schedule of resident charges update
Bed Bug policy update
Lease - Tenants are limited to two (2) cures of the same lease infraction in a 12-month period. This will be changed to one (1) cure of the same lease infraction in a 12-month period.

Housing Choice Voucher Program:

HUD INSPIRE/HQS inspections policy update
Project based program updated

Annual Plan & 5 Year Plan Update

Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

- Allocation of funding for pre-development cost, development cost, relocation benefits, office relocation and demolition cost as part of the AHA's Development Strategy. RAD funding for pre-closing cost Environmental studies
- All sites – email migration project to work with windows 365
- All AMPS – Physical Needs Assessment (PNA)
- All AMPS – Energy Audit to estimate consumptions
- AHA offices to replace computer workstations to include monitors, maintenance workorder tablets and/or laptops as needed
- Constantine – roof replacement Envision Center
- Constantine – roof replacement for flat unit building, change from metal to shingles
- Constantine – HVAC replacement for flat units
- Constantine – HVAC mini splits/air project
- Constantine – Electrical panel replacement
- Constantine – Interior kitchen remodel including replacing sink/faucet/cabinets and countertops.
- Constantine – Waterline line replacement
- Fairview – Exterior cameras with pole installation
- Fairview – HVAC replacement
- Fairview – Roof replacement
- Fairview - Pressure wash exterior siding, sidewalks , handrails and gutters
- Fairview – paint/replace exterior siding as needed
- Fairview – upstairs subfloor replacement as well as /tile/cabinets countertops/sink/interior painting, install exhaust fans in laundry and bathroom
- Fairview – Relocation payments to residents
- Tinsley Manor – Exterior upgrades to include exterior door replacement with screens
- Tinsley – Playscape
- Tinsley – exterior landscape improvements and repaving/striping the parking lot
- Norwood – Kitchen cabinet replacement/bathroom sink and flooring upgrade
- Norwood – Replace exterior siding
- Norwood – Exterior door and screen door replacement for both front and rear entrance
- Norwood – Conversion of HVAC units
- Parkwin/ Washington – HVAC replacement
- Parkwin/Washington – installation of bathroom exhaust fans
- Parkwin/Washington – tree removal as needed
- Parkwin/Washington - new tub faucet

- Parkwin/Washington – replace/remodel tub enclosures
- Maintenance golf carts for AMP 1 and AMP 3
- Maintenance bucket truck.

All comments will be considered by the Housing Authority and the Board of Commissioners. Submission of written comments on the proposed plan must be received no later than **October 29th, 2026.**

If any members of the Housing Authority communities require special accommodations in order to attend this meeting, please contact Terri Lloyd at 256-236-1575 extension 120.

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