

BALTIMORE HOUSING
Summer 2011
Notice of Funding Availability (NOFA)

INTRODUCTION

Baltimore Housing, a collaboration between the Baltimore City Department of Housing and Community Development and the Housing Authority of Baltimore City (HABC), is pleased to announce the Summer 2011 NOFA funding round for housing and community development projects.

The following requests will be considered during this funding round:

- Letter of Support for 9% Low Income Housing Tax Credits (LIHTC);
- Letter of Support for 4% LIHTC and Tax Exempt Bonds;
- City HOME Investment Partnership Program loan funds in an amount of up to \$1.5 million per project, which will be available no later than September 2011 (for further information see below);
- Project Based Housing Choice Voucher Subsidies in connection with:
 1. Certain units with more than one bedroom, in projects that are not age-restricted, that fully comply with the Uniform Federal Accessibility Standards and that meet HABC's Long Term Affordability requirements as further defined below (UFAS LTA Units); and
 2. Certain one-bedroom units that will be reserved for 15 years for non-elderly persons with disabilities ("NEDs") from the HABC Housing Choice Voucher waiting list, as further defined below (NEDs Units);
- Funding in an amount of up to \$30,000 per unit for NEDS Units in excess of those required under Threshold Criteria 9; and
- Funding in an amount of up to \$30,000 per unit for UFAS LTA Units that are in excess of any UFAS LTA Units required under Threshold Criteria 8 and any UFAS units otherwise required.

More information regarding these requests is provided below.

Please note the following conditions and exceptions to the NOFA:

- Both 9% and 4% LIHTC Proposals are eligible for letters of support through this NOFA. However, 4% tax credit projects will be accepted on a rolling basis. Please see below for additional details.
- Applicants that are seeking ONLY Project Based Housing Choice Voucher Subsidies in connection with UFAS LTA Units or the NEDs units and capital funds in connection with these units should contact Mr. Robert Mello at 410-545-3250.

IMPORTANT INFORMATION FOR APPLICANTS WHO APPLIED FOR LIHTC SUPPORT IN THE PREVIOUS ROUND. The upcoming Maryland Department of Housing and Community Development deadline is September 20, 2011. Results from the

current round will not be announced until sometime in early July, 2011. This leaves too little time for losing applications to reapply to Baltimore Housing for this Summer 2011 round. As a result, FOR THIS ROUND, AND FOR THIS ROUND ONLY, applicants who received support or support and HOME funding in the Winter 2011 round will automatically receive the same support and funding for the Summer 2011 round. In order to reapply for the Summer 2011 round, Applicants must only submit a statement describing any changes that are anticipated to be made for the upcoming State round. If changes will be requested in Baltimore Housing funds, these must be clearly noted.

Because the City's sources of funds have different program regulations, staff will work with applicants to match successful proposals to the most appropriate type of funds available.

PRE-PROPOSAL CONFERENCE

Applicants are strongly encouraged to attend a pre-proposal conference that will provide information on structuring proposals and other details related to Baltimore Housing project support. The pre-proposal conference will be held on **June 30th at 3:00 p.m. in Room 348:**

The Benton Building
417 East Fayette Street
3rd Floor
Baltimore, Maryland 21202

Baltimore Housing staff will present an overview of the NOFA process and requirements for working with funding sources, and answer questions.

APPLICATION DEADLINE AND REQUIREMENTS

The schedule for the Summer 2011 NOFA is listed below.

9% LIHTC Transactions seeking programmatic and financial support

Post NOFA on web – June 20, 2011
Pre-proposal conference – June 30, 2011
Application submission deadline – July 20, 2011
Developer presentations – August 2 through 5, 2011
Applicants notified of decisions – August 24, 2011
Support letters issued – September 2, 2011
CDA applications due – September 20, 2011

Deadline

All copies of complete applications must be delivered to the Office of Project Finance by no later than 4:00 p.m. on July 20, 2011. No applications will be accepted after this time. Applications will be date stamped upon delivery.

Applications for Four Percent Low Income Housing Tax Credits

Applications that are seeking City support for four percent tax credits, BUT ARE NOT REQUESTING ANY HOME FUNDS, will be accepted on a rolling basis. These projects must meet the threshold requirements of this NOFA and achieve a minimum score of 100 points to receive support. Projects will be reviewed and successful projects will receive support letters within 60 days of receipt of the complete application package by the Office of Project Finance. Incomplete applications will not be processed.

Disclaimers

Baltimore Housing, in its sole discretion, reserves the right to modify the above dates.

Baltimore Housing does not issue reservations or allocations of Low Income Housing Tax Credits. This is the exclusive responsibility of the State of Maryland Department of Housing and Community Development.

All documents submitted as part of this application are considered public records and will be made available to the public upon request with the exception of personal financial statements, private corporate financial statements, and other confidential commercial information. Baltimore Housing reserves the right to post summary information about all submissions, including those awarded financial or programmatic support.

Submission Requirements

For the Summer 2011 round, the application consists of the following parts:

1. Form 202 of the Maryland Department of Housing and Community Development's low income housing tax credit application, which can be found at:
<http://www.dhcd.state.md.us/Website/programs/rhf/application.aspx>
2. The following Exhibits to the State low income housing tax credit application:
 - a. Exhibit A: Project Information, Part 3: Other Project Financing
 - b. Exhibit B: Site Information, Part 1: Site Map and Photographs, and Part 5: Site Control
 - c. Exhibit C.1: Development Team Information – Developer
 - d. Exhibit C.2: Development Team Information – General Contractor – AIA form A305 only
 - e. Exhibit C.3: Development Team Information – Architect – AIA Form B431 only
 - f. Exhibit C.4: Development Team Information – Management Agent – CDA form 209 only
 - g. Exhibit D: Financial Statements of Owners and Guarantors
 - h. Exhibit E: Construction Information, CDA form 212 and Building Evaluation Report only. Attach available renderings and elevations.
3. Baltimore Housing Supplemental Application (Attached)

4. MBE/WBE Contract (Attached)

Applicants must submit one (1) original and five (5) copies of the application.

The State Form 202, which is in Excel format, should also be provided on a CD as an Excel document. Only one (1) copy of the CD is required. All applications and required exhibits must be in a three-ring binder, with numbered dividers that correspond to the items on the Application Checklist. Incomplete applications and applications submitted after the deadline will not be accepted by Baltimore Housing.

All applications for programmatic support or financial support from Baltimore Housing should be delivered to:

Office of Project Finance
Baltimore Housing
417 East Fayette Street, 3rd Floor
Baltimore, Maryland 21202
ATTN: James R. Majors, Director Office of Project Finance

Applicants are encouraged to contact Baltimore Housing's Office of Project Finance at 410-396-5590 with questions regarding program requirements and the application process.

Baltimore Housing reserves the right to suspend, amend, or modify the provisions of this NOFA, to waive any or all of the requirements or limitations herein, to reject all proposals, to negotiate modifications of proposals, or to award less than the full amount of the funding available, all in its sole discretion.

AVAILABLE FUNDING

1. Applicants may request up to \$1.5 million per project in HOME Investment Partnership Program funds. Projects may not be separated into phases in order to obtain additional HOME funding. Funds may only be awarded to projects that demonstrate a gap in financing and a need for additional sources. Projects receiving HOME funds must close on the financing and commence construction within 18 months of receiving the award of funds.
2. Additionally, applicants may request up to \$30,000 per unit for those NED Units that exceed the requirements for such units set forth below under Threshold Criteria 9. Requests for funding tied to NEDs Units, when combined with funds requested for UFAS LTA Units described below, may not exceed a total of \$750,000. No more than 20% of the units in the project may be NEDs Units. Funds may only be awarded to projects that demonstrate a gap in financing and a need for additional sources. Units for NEDs must also benefit from Project Based Housing Choice Voucher subsidies and draw residents from HABC's Housing Choice Voucher waiting list. NEDs Units must remain in the NEDs program for a period not less than 15 years.

3. Applicants may request up to \$30,000 per unit for those UFAS LTA Units that exceed the requirements of Threshold Criteria 8 set forth below. These funds are not available for projects that are age restricted. Requests for funding tied to UFAS Units, when combined with funds requested for NEDs Units may not exceed a total of \$750,000. No more than 15% of the units in the project may be included in the UFAS LTA Program. Funds may only be awarded to projects that demonstrate a financing gap and a need for additional sources.

LTA UFAS Units must:

- Contain two or more bedrooms.
- Draw residents from HABC's Public Housing waiting list or the Reasonable Accommodation Transfer List.
- Be leased to households that participate in the Public Housing programs. No minimum income shall be required to participate in these housing programs.
- Remain affordable for a minimum of 40 years.
- Provide any and all rights, privileges and benefits that are provided to HABC's public housing residents or applicants, as required under the Consent Decree in *Bailey, et al. v. Housing Authority of Baltimore City* (the "Bailey Case"). These rights, privileges and benefits affect admission and leasing provisions. Please see Attachment A for detailed and important information. Because the UFAS LTA criteria are subject to oversight by the U.S. District Court for the Bailey Case, the information in Attachment A may be subject to change.
- Be available **upon initial occupancy** to clients from HABC's Public Housing waiting list or the Reasonable Accommodation Transfer List who need the features of the UFAS unit.

Please contact Robert Mello at 410-545-3250, or by email at robert.mello@habc.org for more information regarding the UFAS LTA Program.

4. A unit that will both be reserved for NEDs and that will be fully UFAS compliant is eligible for only \$30,000.
5. Phased projects may only request funding in excess of the funding caps if the phases are submitted in separate NOFA rounds.
6. The sum of the NEDs Units and UFAS LTA Program units may not exceed 30% of the total units in the project.
7. Funds will be provided under loan terms to be determined at Baltimore Housing's sole discretion for each project during the underwriting stage. Funds may be provided at Baltimore Housing's sole discretion as "soft" loans with below-market interest rates, and cash-flow and/or deferred payments.

REVIEW REQUIREMENTS

This NOFA contains both Threshold and Scoring Criteria for the review of projects. Because Baltimore Housing does not award LIHTC or tax exempt bond funds, different types of projects will be evaluated differently under this NOFA.

1. City or HABC Funded Projects. A City or HABC Funded Project is a project that has received at least 40% of its land area through a City or HABC RFP, NOFA, or other offering, has or will receive funding through City Tax Increment Financing, or has or will receive at least 40% of its funding from HABC sources. City or HABC Funded Projects that meet the Threshold Criteria below will be recommended for funding.
2. HOME or HOME/LIHTC Projects. A HOME or HOME/LIHTC Project is a project that is seeking support for low income housing tax credits and an award of City HOME funds, or only an award of City HOME funds, and that does not qualify as a City or HABC Funded Project. HOME or HOME/LIHTC Projects must meet all of the Threshold Criteria below. Passing applications will be rated against the Scoring Criteria and will then be ranked in order of points awarded. Top scoring proposals will be recommended for an award of funds.
3. LIHTC Only Projects. An LIHTC Only Project is a project that is seeking support for low income housing tax credits, but is not seeking any City HOME funds. LIHTC Only projects that meet all of the Threshold Criteria below will be recommended to receive a letter of support.

Projects that are not seeking either HOME funds or support for LIHTC should not apply under this NOFA. Applicants that are seeking ONLY Project Based Housing Choice Voucher Subsidies in connection with UFAS LTA Units or NEDs units and capital funds in connection with these units should contact Mr. Robert Mello at 410-545-3250.

All awards of funding and project support may be made at the sole discretion of Baltimore Housing. Decisions concerning City contributions may be based on the availability of resources.

THRESHOLD REQUIREMENTS

In order to be considered for an award of funds or programmatic support, all proposals must meet the following threshold requirements. In addition, all proposed projects must meet all applicable Federal, State of Maryland, and City of Baltimore program regulations and requirements, including:

- City sustainability (available at: <http://www.baltimorecity.gov/Portals/0/Charter%20and%20Codes/Code/Art%20000%20-%20Bldg,%20Fire.pdf>),
- City visitability (available at same location), and
- Federal Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, as amended, and its implementing regulations (regulations available at 24 CFR 135).

Projects that do not meet the threshold requirements will not be considered for support.

1. Minimum Point Score. Applications must receive a minimum point score of at least 100 points under the Scoring Criteria below.
2. Evidence of Site Control. Applicants must be able to demonstrate at the time of application to the City that they have a reasonable expectation of control over the project site by the deadline for submission to the State LIHTC NOFA program. The deadline for site control is the State application deadline. Evidence must be in the form of a copy of the deed to the property, a copy of the sales contract, an executed land disposition agreement, or in the case of land being sold by Baltimore City, a letter of intent to purchase the property from Baltimore Housing. Other evidence may be accepted at the sole discretion of Baltimore Housing.
3. Evidence of Community Consultation. Applicants must have presented their proposed project at least once to the community or neighborhood association(s) in which the project is located within the last 9 months. Evidence of consultation shall include a copy of the agenda that was distributed when the presentation was made and copies of all correspondence and emails pertaining to the proposed project. If the project receives support from Baltimore Housing, applicants will be required to update the community.
4. Financial Feasibility. Applicants must be able to demonstrate that the project is economically feasible and based on established principles and supported market assumptions. Applicants must demonstrate at the time of application to the City that they have a reasonable expectation of obtaining financing or financing commitments by the State application deadline.
5. Community Plan. Applicants must provide evidence that the project is located in a community that has undergone a planning process within the last five years or is in one of a number of designated areas. In order to qualify communities must have one of the following:
 - a. An adopted Small Area Plan, Area Master Plan, or a Strategic Neighborhood Action Plan. To see a list of adopted plans please visit <http://www.baltimorecity.gov/Government/AgenciesDepartments/Planning/MasterPlansMapsPublications/NeighborhoodPlans.aspx>
 - b. A Community Legacy Area or a Healthy Neighborhood Plan. More information is available from:
 - i. Community Legacy
 1. Larry Brown
Baltimore City
(410) - 209 - 5819
brownL@mdhousing.org
 - ii. Healthy Neighborhoods
<http://www.healthyneighborhoods.org/>
 - c. Been categorized as Competitive, Stable or Emerging on the Baltimore typology map. For more information on the Housing Market Typology or to download a map, please visit;

<http://www.baltimorecity.gov/Government/AgenciesDepartments/Planning/MasterPlansMapsPublications/HousingMarketTypology.aspx>

Any application that will use project-based vouchers will also have to comply with applicable site and neighborhood standards.

Please contact the Baltimore Department of Planning at 410-396-7526 with questions regarding Community Plans or the Baltimore typology. Baltimore Housing may accept other plans or designated areas at its sole discretion.

6. Minority and Women Owned Business Participation. The project must be consistent with Article 5, Subtitle 28, of the Baltimore City Code (see Commitment to Comply) in connection with minority and women owned business opportunities.
7. Community Employment Plan (HOME FUNDS ONLY). Projects seeking HOME funds must develop and include hiring plans that include the provision of jobs for Baltimore and community residents in excess of any federal, state, local, or Housing Authority requirements
8. UFAS Requirements. As part of its efforts to provide housing for people with mobility impairments:
 - a. At least five percent (5%) of all units in the project must fully comply with the Uniform Federal Accessibility Standards (UFAS) requirements for persons with mobility impairments.
 - b. At least an additional five percent (5%) of the units in the project must be made available to participate in and conform to the requirements of UFAS LTA program set forth in part 3 of the Available Funding Section above. This requirement does not apply to projects that are age restricted.
 - c. At least two percent (2%) of all of the units must fully comply with the UFAS requirements for persons with hearing or vision impairments (§8.22 of Section 504 of the Rehabilitation Act of 1973).
 - d. All projects must comply with construction requirements of both the Fair Housing Act and the Americans with Disabilities Act (ADA), as applicable.
 - e. UFAS units should be integrated throughout the project and should not be concentrated in any particular building or area.
 - f. Successful applicants must also apply for Project Based Housing Choice Voucher Rental Subsidy for the UFAS LTA Units. It is Baltimore Housing's intention to provide Project Based Housing Choice Vouchers for applicants that seek them in conjunction with the UFAS LTA Units. Please note that rules regarding maximum rents for projects that benefit from both LIHTC and Project Based Housing Choice Voucher Rental Subsidy

have been recently modified. Applicants should consult program professionals regarding allowable rent levels.

9. Units for NEDs. As part of Baltimore Housing’s commitment to provide affordable housing opportunities for all of its citizens, and as part of its on-going effort to increase and expand the supply of affordable housing for NEDs, the following is required:
 - a. All applications must provide that a minimum of 15% of the LIHTC units will be one bedroom units that are reserved for NEDs, as defined in Section 9.e below. The units must be affordable to households with incomes at or below 30% of the area median income for a period of not less than 15 years. Projects may reserve more than 15% of the LIHTC units for NEDs. Units reserved for NEDs should be integrated throughout the project and should not be concentrated in any particular building or area.
 - b. Successful applicants must also apply for Project Based Housing Choice Voucher Rental Subsidy for the units that will be reserved for NEDs. It is Baltimore Housing’s intention to provide Project Based Housing Choice Vouchers for applicants that seek them in conjunction with the units reserved for NEDs. Please note that rules regarding maximum rents for projects that benefit from both LIHTC and Project Based Housing Choice Voucher Rental Subsidy have been recently modified. Applicants should consult program professionals regarding allowable rent levels.
 - c. For those applicants seeking support for projects consisting of rehabilitation of existing residential rental properties, if the number of one bedroom units in the development does not allow for the 15% set-aside, the applicant must indicate the number of one bedroom units in the development, propose the number of one bedroom units that will be set aside for NEDs and provide the remainder of the units off-site. Off-site units must be located within Baltimore City and must be comparable or better in quality to the on-site units. Baltimore Housing retains the right to negotiate with the applicant an acceptable number and the location of units for NEDs.

The off-site units must be specifically identified in the application, must be integrated throughout the local neighborhood or neighborhoods in which they are located, and must be available for initial occupancy by NEDs by no later than the date that the units in the proposed project are available for occupancy. Baltimore Housing will not provide any funding for off-site units, with the exception of Project Based Housing Choice Vouchers.
 - d. The above Sections 9.a through 9.c do not apply to projects that are only seeking support for 4% LIHTC and tax exempt bonds, and that:
 - i. Consist of the rehabilitation of a project that has been historically restricted to, and currently serves, only households age 62 years and older, not serving NEDs. Such projects must be able to demonstrate through rent rolls or other similar evidence that the project was and remains age-restricted; or

- ii. Are reserved for discrete populations in a development that offers supportive housing. This category is not intended for projects that serve the general population of individuals, families, or households age 62 years and older.
- e. NEDs are defined as a family whose sole member, head of household, or head of household’s spouse is a person with a disability who is under the age of sixty-two (62), and which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on an HABC waiting list for Public or Housing Choice Voucher subsidized housing. Units created for NEDs are not required to be UFAS compliant.

Please note that in connection with units for NEDs, the Innovative Housing Institute (“IHI”) is implementing the Enhanced Leasing Assistance (“ELA”) Program created by HABC to assist NEDs in successfully leasing units created for this population under this NOFA. IHI will make referrals to fill units created for NEDs under this NOFA. In addition to providing ELA Program participants with housing search assistance, IHI provides them with referrals to service providers and non-profit organizations, when appropriate, and assists ELA Program participants for 6 months after they have moved in transitioning to their new living situation. Further information regarding the ELA Program is available by contacting Ms. Amy Wilkinson, Associate Executive Director, at Baltimore Housing 410-396-3232.

SCORING CRITERIA

As described above, applications that meet the Threshold Requirements will be rated against the Scoring Criteria. A total of 160 points may be awarded as follows:

1. Development Team Experience (45 Points). Points will be awarded based on the demonstrated relevant experience and qualifications of the members of the development team. The capacity of the team will be based on the capacity of the developer, the contractor, the management agent and the architect. Development team members will be scored on the basis of their records of accomplishment during the past five years with projects that are similar to the proposed project.

Maximum points for each team member are as follows:

Developer	15 points
Contractor	10 points
Management Agent	10 points
Architect	10 points

2. Financial Strength (20 Points). Points will be awarded on the basis of the development entities’ and guarantors’ financial capacity to undertake the project. Audited financial statements, compiled statements and interim statements submitted for determination of financial capacity of the development entities and guarantors will be reviewed utilizing

standard Generally Accepted Accounting Principles. Working capital sufficient to carry the project through pre-development and net worth sufficient to provide applicable guarantees will be considered in determining the principals' financial capacity. Points will be awarded as follows:

Net Worth As A Percentage of Total Development Costs	
Over 25%	10 Points
Between 10% and 25%	5 Points
Under 10%	0 Points

Liquid Assets As A Percentage of Total Development Costs	
Over 4%	10 Points
Between 2% and 4%	5 Points
Under 2%	0 Points

3. Project is Financially Sound (20 Points). Maximum points will be awarded for projects that demonstrate sound underwriting standards for all construction and permanent financing and operating income and expenses. Debt-coverage ratios, loan to value and other financial measures will be evaluated.
4. Project Location (10 Points). Maximum points will be awarded to those projects in stable, competitive or emerging neighborhoods as defined by the Housing Market Typology available at: <http://www.baltimorecity.gov/Government/AgenciesDepartments/Planning/MasterPlansMapsPublication/s/HousingMarketTypology.aspx>.
5. Home Funds Requested Per HOME Unit (15 Points). Total HOME funds requested/HOME unit count of the project will yield an average subsidy per HOME unit. Points will be awarded according to the following table:

HOME Funds Per HOME Unit	
\$0 - \$10,500	15 Points
\$10,501 - \$15,500	10 Points
\$15,501 - \$20,500	5 Points
\$20,500+	0 Points

6. Additional NEDs Units or UFAS LTA Units (20 Points). Points may be awarded for providing more than 10% of total units for UFAS residents or 15% of the tax credit units for NEDs residents. These units must meet the criteria set forth in Sections 8 and 9 respectively of the Threshold Criteria above. No more than 30% of the total units may be reserved for NEDs and UFAS units combined.

Points will be awarded based on the percent of possible additional units that will be provided. The minimum number of such units that must be provided is 15% of the LIHTC units for NEDs and 10% of the total units for UFAS and the maximum number of such units combined that may be provided is 30% of the total number of units in the project.

Example: A proposed project consists of 100 mixed-income units with 70 units reserved for tax credit residents. Fifteen percent of the 70 tax credit units, or 11 units (rounding up), must

be reserved for NEDs. Additionally 10 units will be required to be UFAS compliant (10% of the total 100 unit project). At most 30 units, or 30% of the total units, may be reserved for either NEDs or UFAS. There is therefore capacity for an additional 9 units of either NEDs or UFAS. Points will be based prorata with the percent of the 9 possible units that will be reserved for either category.

7. Family Developments (15 Points). Points may be awarded to projects that are fully open to families, and that are not limited to seniors or special needs populations.
8. Permanent Housing for the Homeless (15 Points). Points may be awarded for projects that reserve units for people who would otherwise be homeless. The units must be available for long-term occupancy and should not be part of a transitional housing program. One point will be awarded for each percent of the total units that is reserved for people who would otherwise be homeless. For example, 7 points will be awarded to a project that reserves 7% of its units. The percent of units will be rounded to the nearest whole number.

Units for people who would otherwise be homeless must benefit from Project Based Housing Choice Vouchers or some other external or internal subsidy to make the units affordable to individuals or families earning less than 30% of the area median income. HABC is not issuing new project-based vouchers at this time for people who would otherwise be homeless.

Building/Unit Type (please give estimate or range):

	<u>New Construction</u>		<u>Rehabilitation</u>		<u>TOTAL</u>	
	<u>Number Buildings</u>	<u>Number Units</u>	<u>Number Buildings</u>	<u>Number Units</u>	<u>Number Buildings</u>	<u>Number Units</u>
<u>Residential</u>						
Single family detached						
2-4 family						
Townhouse						
Low/mid rise						
High rise						
Other						
<u>TOTAL</u>						
<u>Other</u>	<u>Number Buildings</u>	<u>Square Footage</u>	<u>Number Buildings</u>	<u>Square Footage</u>	<u>Number Buildings</u>	<u>Square Footage</u>
Commercial						
Community Facility						

Unit Mix (please give estimate or range):

	<u>Affordable Units¹</u>		<u>Market Rate Units</u>		<u>TOTAL</u>	
	<u>Rental</u>	<u>Home Ownership</u>	<u>Rental</u>	<u>Home Ownership</u>	<u>Rental</u>	<u>Home Ownership</u>
SRO ²						
0 bedroom						
1 bedroom						
2 bedrooms						
3 bedrooms						
4 bedrooms						
<u>TOTAL</u>						

¹Rental units affordable to households with income < 60% Area Median Income for HOME Funds and < 80% for Bond Funds;

Homeownership units affordable to households with income < 80% Area Median Income for HOME Funds and Bond Funds.

²Transitional housing units may be eligible for HOME funds; however, special terms and conditions will apply.

Probable Rent/Sales Price (please give estimate or range):

	Affordable Units		Market Rate Units	
	<u>Rent</u> (rental units)	<u>Sales Price</u> (homeownership units)	<u>Rent</u> (rental units)	<u>Sales Price</u> (homeownership units)
SRO				
0 bedroom				
1 bedroom				
2 bedrooms				
3 bedrooms				
4 bedrooms				

- **3. Evidence of Site Control.** Applicants must be able to demonstrate a reasonable expectation of control over the project site by the time of the State NOFA deadline. Evidence must be in the form of a copy of the deed to the property, a copy of the sales contract, an executed land disposition agreement, or a letter of intent to purchase the property from Baltimore Housing. Other evidence may be accepted at the sole discretion of Baltimore Housing.
- **4. Evidence of Community Consultation.** Applicants must contact neighborhood organizations in the vicinity of the proposed development prior to applying for funding. A list of relevant organizations can be obtained from the Baltimore City Planning Department at 410.396.4329 or online at www.baltimorecity.gov/government/planning/cad.php or under the Community Association Directory tab. Applications must include evidence of consultation, which shall include a copy of the agenda that was distributed when the presentation was made and copies of all correspondence and emails pertaining to the proposed project.
- **5. Community Plan.** Applicants must provide evidence that the project is located in a community that has undergone a planning process within the last five years or is in one of a number of designated areas. Community plans must be an adopted Small Area Plan, Area Master Plan, a Strategic Neighborhood Action Plan, Community Legacy Area or a Healthy Neighborhood Plan. Designated areas are areas that are shown as Competitive, Stable or Emerging on the Baltimore typology map. The map can be downloaded at:

<http://www.baltimorecity.gov/government/planning/images/Housing%20Market%20Typology%2036%20x%2048.pdf>

Baltimore Housing may accept other plans or designated areas at its sole discretion. Applicants who intend to submit other such plans or designated areas are advised to review the submission with staff prior to the application deadline.

- **6. Narrative Description of Compliance with MBE/WBE Participation as set forth in Article 5, Subtitle 28 of the Baltimore City Code.** Applicants must describe how they will

make every good faith effort to equitably utilize the services of minority business enterprises (MBEs) and women business enterprises (WBEs), in addition to completing and signing the Commitment to Comply at the end of this packet.

- **7. Narrative Description of Compliance with Federal Uniform Accessibility Requirements and Handicap Accessibility Requirements as set forth in Section 504 of the Rehabilitation Act of 1973.** Applicants must describe how the proposed project will meet handicapped accessibility requirements. For this application at least ten percent (10%) of all units in the project (not just the subsidized units) must comply with the Uniform Federal Accessibility Standards (UFAS) requirements for persons with mobility impairments and at least two percent (2%) of all of the units must comply with the UFAS requirements for persons with hearing or vision impairments (§8.22 of Section 504 of the Rehabilitation Act of 1973). All projects must comply with construction requirements of both the Fair Housing Act and the Americans with Disabilities Act (ADA), as applicable. The UFAS units in excess of the first 5% must be two bedroom or larger and meet the criteria for LTA units. The Long Term Affordable Criteria are attached (Attachment A). This requirement does not apply to projects that are age restricted. The LTA UFAS units must be available for initial occupancy by HABC residents and applicants who need the features of a UFAS unit.

Applicants that are seeking funding for UFAS units should include a description of how and where the units will be incorporated into the project. Information must include a description of the units to be set-aside and a description of the rental or other operating subsidy to allow the required affordability level.

- **8. Narrative Description of Compliance with Requirements for Units for Non-Elderly Persons with Disabilities.** Applicants must describe how the proposed project will meet the requirements for units for NEDs as set forth in Section 9 of the Threshold Criteria of this NOFA. Information must include a description of the units to be set-aside and a description of the rental or other operating subsidy to allow affordability to households at 30% or less of the area median income.

For projects that are proposing to provide units for NEDs off-site because the project entails rehabilitation of existing units and fewer than 15% of the units are one bedroom, the application must include a specific identification of the units, which must be in Baltimore City, and a schedule showing that the units can be rented by no later than the units in the proposed project.

For projects seeking points under Section 6 of the Scoring Criteria of this NOFA, applicants should include these units in the narrative description.

- **9. Community Employment Plan.** Applicants must include a narrative description of the proposed Community Employment Plan. The description should explain how the project will provide jobs for Baltimore and community residents in excess of any federal, state, local, or Housing Authority requirements.

- ❑ **10. Narrative Description of Permanent Housing for the Homeless.** Applicants must include a narrative description describing the number and type of units that will be reserved for people who would otherwise be homeless. The narrative should also discuss how the applicant intends to fill the units and any links with homeless services organizations. The units must be available for long-term occupancy and should not be part of a transitional housing program.
- ❑ **11. Disclosures.**

Has any principal identified in this form or any corporation or organizations in which this principal is or was formerly a principal partner, managing member or otherwise owned or control more than 10% of the shares or assets of a corporation, been the subject to any of the following?		
Pending judgments, legal actions, lawsuits, orders and/or orders of satisfaction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or in a pending case for fraud, bribery, or grand larceny?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Been convicted or in a pending case for arson?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Adjudged bankrupt, either voluntarily or involuntarily, within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicted for or convicted of any felony within the past 10 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unpaid taxes or liens?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Declared in default of a loan or failed to complete a development project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Failed to complete or currently in violation of any agreement involving the City of Baltimore?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer to any of the above is yes, please provide a full explanation below, including as appropriate for each case 1) date, 2) charge, 3) place, 4) Court, 5) action taken, and 6) current disposition. Attach additional sheets or documentation, as necessary.		

- **12. Owned Property Disclosure.** Applicants must identify any property developed, owned and/or managed by the applicant or any principal listed in this application or by a corporation or organization in which the applicant or any principal listed in this application is or was at the time of development, ownership or management a principal partner, managing member or otherwise owned or controlled more than 10% of the shares or assets of a corporation. This includes personal residences.

<u>Address</u>	<u>Name of Legal Owner</u>	<u>Role</u>	<u>Relationship to Applicant</u>
<i>Example: 417 E Fayette Street Baltimore, MD 21202</i>	<i>HCD LLC</i>	<i>Developer, Owner, Manager</i>	<i>Jane Smith (principal in Applicant Entity LLC) is President of HCD LLC.</i>

□ **13. Certification.**

Please note: if the applying entity is a joint venture, an officer of each entity composing the joint venture must sign this certification form.

I, _____, am an officer authorized to make a binding contractual commitment for the applicant.

I have received, read, and understand the provisions of this Notice of Funding Availability (NOFA).

I acknowledge that failure to disclose a material fact or to misrepresent a fact can result in disqualification of the development proposal from further consideration. I certify that all information contained in this response to the NOFA, including, but not limited to, the disclosure information is true and correct to the best of my knowledge and belief.

I understand by signing this form in conjunction with a response to this NOFA, that the City may, at its choosing, conduct a check with Dun and Bradstreet and other credit verification or similar agencies.

I understand that the City is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the applicant at any time, including, but not limited to, the cost of: 1) any prior actions by the applicant in order to respond to the NOFA, and/or 2) any future actions by the applicant in connection with any negotiations between the applicant and the City, including, but not limited to, actions to comply with requirements of Baltimore Housing, the City or any applicable laws.

I agree that I will not enter into, execute or be a part to any Covenant, Agreement, Lease, Deed, Assignment or Conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the property or any part thereof, upon the basis of race, color, religion, sex, or national origin and will comply with all Federal, State, and local laws, in effect from time to time, prohibiting discrimination or segregation and will not discriminate by reason of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the property.

Dated: _____

Signature: _____

Title: _____

Applicant Entity: _____

MBE / WBE CONTRACT

(Name of Project)

COMMITMENT TO COMPLY
WITH THE
MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM
OF THE CITY OF BALTIMORE

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the project known as _____ . Developer covenants and agrees to use all reasonable good faith efforts to meet the following MBE and WBE participation goals for this project:

MBE GOAL 27%

WBE GOAL 10%

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the

participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.

THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY ARE AUTHORIZED TO MAKE THIS COMMITMENT.

FOR: _____

BY: _____

BY: _____

DATE: _____

Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction

Date: _____

HOUSING AUTHORITY OF BALTIMORE CITY

**ADMISSIONS AND LEASING CRITERIA APPLICABLE TO LONG TERM
AFFORDABLE UNITS**

This document sets forth the admissions and leasing criteria for long term affordable (“LTA”) units, applicable to applicants and residents of LTA units. Owners and Management Agents may not apply more restrictive criteria than set forth in this document without approval from the Housing Authority of Baltimore City (“HABC”).

1. DEFINITIONS

- (a) **Applicant** – shall mean a household on HABC’s waiting list for public housing.
- (b) **“Bailey Consent Decree”** refers to the **Consent Decree**, as amended or modified, entered in *Bailey v. Housing Authority of Baltimore City*, JFM 02-CV-225; JFM-04-CV-03107.
- (c) **“Long Term Affordable units”** or **“LTA units”** shall mean those units that are reserved and leased upon initial occupancy for individuals from HABC’s public housing waiting list and shall remain affordable for a period of 40 years in accordance with the Bailey Consent Decree; provided however that an UFAS unit (as defined below) may be occupied by individuals on HABC’s public housing transfer list or public housing waiting list. The LTA units for NEDs shall be reserved exclusively for NEDs for a period of 15 years. The applicants and tenants in these units have any and all rights, privileges and benefits that are provided to HABC’s public housing residents or applicants and such tenants shall pay no more than 40% of their monthly adjusted income in rent as participants in the Housing Choice Voucher Program. Notwithstanding the above, no minimum income is required. NED and UFAS LTA units must be operated and maintained in accordance with the terms stated herein.
- (d) **“Management Agent”** means the company engaged to manage and operate the development on behalf of the owner.
- (e) **“Non-elderly person with disabilities”** or **“NEDs”** shall mean a family whose sole member, head of household, or head of household's spouse is a person with a disability who is under age sixty-two (62), and which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on HABC’s waiting list.
- (f) **“Owner”** refers to the entity with ownership interest in the housing development, which is responsible for ensuring the Management Agent complies with the admissions and leasing requirements for the LTA units.
- (g) **“Resident”** shall mean a household who leases an LTA unit under this criteria.

(h) **“UFAS unit”** shall mean a unit containing accessible features and certified by an architect designated by HABC as compliant with Uniform Federal Accessibility Standards (UFAS).

(i) **“Violent Criminal Activity”** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. 24 C.F.R. §5.100.

2. SELECTION

The LTA NED units must be filled by NEDs who are on the HABC public housing waiting list. The LTA UFAS units must be filled by families who need units with accessible features, and who are on either the HABC public housing waiting list or transfer list.

3. SECURITY DEPOSIT; APPLICATION OR OTHER FEES

The amount of the security deposit will be equal to one month’s rent, or Fifty Dollars (\$50.00), whichever is lower. The Agent will establish a payment plan for payment of the security deposit in the event of a documented hardship situation.

Applicants will not be charged an application fee. Additionally, Applicants will not be charged any fee for credit or criminal background checks.

4. SCREENING CRITERIA

(a) Applicants may be screened for credit and criminal background according to the detailed screening process set forth in Section 4.1 below. Lack of credit history will not be sufficient justification for rejection of an Applicant.

(b) Requests for reasonable accommodations and consideration of mitigating circumstances shall follow processes set forth in Sections 4.2 and 12 respectively below.

(c) The process for notifying applicants of a denial of eligibility shall follow the procedures set forth below.

4.1. DETAILED SCREENING PROCESS

(a) Credit and criminal background reports may be evaluated through a third-party screening company.

(b) Rental history may be verified up to the past three years.

(c) Applicants may be rejected for any of the following reasons: Agent or other acceptable references indicates a history of lease violations, including but not limited to repeated judgments for failure to pay rent, chronic late rental payments (more than four (4) late rental payments within a twelve (12) month period), prior eviction(s), history of public

disturbances, damage to living unit or property of others, physical and/or verbal attacks on others, history of poor housekeeping or any other behavior that would have a substantial adverse impact upon the health, safety or peaceful enjoyment of the Development by other Residents, members of the community or Agent personnel.

4.1.1. Credit Screening Criteria

(a) Credit Information.

Applicants are generally eligible if they have a history of meeting past financial obligations as demonstrated by the following:

- No outstanding housing bills, including rental payments, mortgages, and utilities.
- Proof that the Applicant will be able to obtain utilities in his/her own name.
- No more than four (4) late rental payments within a twelve (12) month period from any public or private landlord.
- No collections, charge-offs, or judgments in the past 24 months totaling more than \$3,000 in the aggregate.

Notwithstanding evidence of difficulty meeting past financial obligations, Applicants will be favorably considered if their poor payment history relates to:

- Medical debts
- Student loans

Applicants will not be denied eligibility solely on the basis of bankruptcy.

Other credit issues such as collections, charge-offs, judgments or liens will be reviewed in light of all the circumstances including evidence of the Applicant's limited disability benefits, prior lack of subsidized housing, illness or loss of Spouse, loss of primary support, etc. Such review may result in a favorable consideration for Applicant despite such credit issues. The housing application shall inform applicants that they have the opportunity to provide information about or to explain the circumstances for their poor credit history.

(b) Pre-Denial Review

The Management Agent shall provide Applicants the opportunity to discuss reasons for a poor credit history, mitigating circumstances or requests for reasonable accommodations prior to the Owner/Agent making a determination to deny the applicant. Said pre-denial review will not replace or remove the informal hearing process set forth in 8.1 below. Examples of extenuating circumstances that should result in a favorable review by the Owner/Agent include (but are not limited to):

- Applicants whose form of income is from Supplemental Security Income (SSI) or similar form of disability payment.

- Applicants whose previous housing payment was substantially disproportionate to the tenant portion of rent for which he or she will be responsible in the LTA Unit.
- Applicants with a documented / disclosed hardship that is not likely to repeat.

4.1.2. Criminal Screening

(a) General.

1. Denial of Eligibility. Applicants will be denied eligibility for admission for any of the following reasons:
 - Any household member has been convicted of drug-related criminal activity in connection with the manufacture or production of methamphetamine on the premises of federally assisted housing. This results in a lifetime ban from assisted housing.
 - Any household member has been evicted from federally assisted housing for drug-related criminal activity within the prior 3 years.
 - Any household member is subject to a lifetime registration requirement under a State sex offender registration program.
2. Applicants may be denied eligibility for admission based upon the following:
 - Public records, landlord references or criminal background checks indicate there is reasonable cause to believe that the Applicant and/or other household members have a history of violent criminal activity, violent behavior or alcohol or drug abuse that would threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 - Public records or criminal background checks indicate Applicant/or household member has been convicted of a drug-related offense, Violent Criminal Activity, or felony offense.
3. Pending charges for any crime (not just those listed below) may be considered a cause for temporary denial of eligibility for admission. If the Applicant is temporarily denied admission because of the existence of a pending charge, the Applicant will maintain a priority order for occupancy of a Unit until disposition of the pending charge, either favorably (in which case the application process can continue) or unfavorably (in which case the Applicant will be considered against the criminal screening guidelines set herein).

(b) Specific Felony Crimes

The following felonies may subject Applicants to a maximum seven (7) year exclusion period. The exclusion period is calculated from the date of conviction or release from incarceration, whichever is later.

1. Felony Child Abuse
2. Sexual Abuse of a Minor
3. Felony Arson
4. Malicious Burning of Personal Property (1st and 2nd degree)
5. Burning with Intent to Defraud
6. Felony Assault Attempted Poisoning
7. Manufacture, Distribution or Possession with the Intent to Distribute of CDS (Controlled Dangerous Substances)
8. Damage to Associated Building when Charged as a Felony
9. Murder (all forms)
10. Attempted Murder (all forms)
11. Voluntary Manslaughter (all forms)
12. Homicide (all forms)
13. Kidnapping
14. Child Kidnapping
15. Abduction of Child Under 16
16. Robbery
17. Robbery with a Dangerous Weapon
18. Carjacking
19. Felony Sexual Crimes (all forms)
20. Dangerous Weapons
21. Unlawful Use of Handgun in Commission of Crime
22. Use of a Machine Gun in a Crime of Violence
23. Use of a Machine Gun for Aggressive Purposes
24. Manufacture or Possession of a Destructive Device

(c) Other Felony Crimes

Denial of eligibility for admission based upon all other types of felony crimes may subject Applicants to a maximum three (3) year exclusion period beginning on the date of conviction or the release from incarceration, whichever date is later.

(d) Misdemeanor Crimes

Denial of eligibility for admission based upon misdemeanor convictions may subject applicants to a maximum eighteen (18) month exclusion period beginning on the date of conviction or the release from incarceration, whichever date is later.

(e) Confidentiality of Criminal Records

Any criminal record received must be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

(f) Disclosure of Criminal Records to Family

Before taking any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record at an informal hearing.

4.1.3. Other Reasons to Deny Eligibility

In addition to the credit and criminal background screening criteria above, Applicants may be rejected only for any of the following reasons:

- Applicant fails to respond to a request for verification of information or for additional information within ten (10) working days of the written request from the Agent.
- Applicant makes any material false statement or omission on the application and/or during an application interview with the intention of misleading the Owner /Agent.
- Applicant's household size is incompatible with the Owner/Agent's occupancy standards and/or unit availability. Provided, however, that an Applicant who has a verifiable need for a live-in aide may not be denied admission on the grounds that the addition of a live-in aide violates the Owner/Agent's occupancy standards.

4.1.4. Prohibited Criteria for Denial of Eligibility

An Applicant cannot be rejected because he or she:

- Has no income;
- Is not employed;
- Does not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Has children, except in the case of an Applicant for a NED unit whose household members include one or more children;
- Is receiving welfare benefits;
- Has children born out of wedlock;
- Is a student, unless otherwise prohibited by financing for the Development.

I. 4.2. Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental

history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the Owner/Agent shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The Owner/Agent shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities who has requested a reasonable accommodation, information necessary, to verify the reasonable accommodation.

4.2.1. Mitigating Circumstances

Examples of mitigating circumstances include:

- Evidence of successful rehabilitation;
- Evidence of the Applicant family's participation in and completion of social service or other appropriate counseling service ;
- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the Applicant will qualify for admission. Such circumstances will be considered in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all the screening requirements.

4.3. Citizenship/Eligible Immigrant Status

In order to receive assistance, a family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the categories established by HUD. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to receipt of the decision from an appeal to the Immigration and Naturalization Service.

5. AMOUNT OF RENT

5.1. Rent Determination.

The amount of rent and family size or composition will be set forth in the lease or, if there are changes, in a lease supplement, which will be delivered to the resident. The amount of monthly rent and the family composition will remain in effect for the period between annual re-certifications, unless during such period:

- (a) Resident can show a change in Resident's circumstances that would justify a reduction in rent by submitting a signed statement and other documentation, setting forth the facts as to the family composition, employment and family income. Such circumstances include, but are not limited to, the following: (1) Divorce; (2) Marriage; (3) Separation; (4) Death; (5) Retirement; (6) Unemployment; (7) Strike; (8) Layoff; (9) Sick Leave; (10) Disability; (11) Entry into or discharge from military service; (12) Birth; and (13) Change of job or other reduced income.
- (b) Resident can show a decrease in income which is believed to be temporary in nature.
- (c) Resident can show that the income on the basis of which the rent was calculated has terminated. Resident shall report this information to the Owner/Agent together with any information concerning other sources of income which have become available to family members since the last rent determination. The rent will then be redetermined based on the information which is provided, but in no case will the rent be increased, beyond the original rent, until the next Annual Review.

5.1.1. Resident shall report any change in income described in Paragraphs (a), (b), and (c) above within thirty (30) days of its occurrence. Any decrease in rent resulting from the change will take effect on the first of the month following the month in which the change occurred.

5.2 Calculation of Rent.

The amount of Resident's rent will be 30% of the adjusted monthly income. Resident is not required to have any minimum income. The provisions set forth in Chapter 6, Sections A-G and K-BB of the FY 2011 HABC Admissions and Continued Occupancy Policy shall govern the determination of total tenant payment.

5.3 Verification of Income.

The Management Agent shall comply with the provisions set forth in Chapter 7 of the FY 2011 HABC Admissions and Continued Occupancy Policy for verification of income and other information pertaining to the Resident's household.

6. GUESTS

Resident is permitted to have a guest in the unit for no more than fourteen calendar days during a twelve month period. The term “guest” means a person temporarily staying in the **LTA Unit** with the consent of **Resident** or other member of the household who has express or implied authority to so consent on behalf of the **Resident**. A household member who is absent from the unit because he or she (a) is attending college, (b) is on military duty, or (c) is under a joint custody arrangement will not considered a guest when he or she stays in the unit.

7. ABSENCE FROM THE UNIT FOR MEDICAL REASONS

If any family member leaves the household to enter a facility such as a hospital, nursing home or rehabilitation center, the Owner/Agent will seek advice from a reliable qualified source as to the likelihood and timing of the family member’s return to the unit. If the Owner/Agent verifies that the family member will be living in a nursing home and not likely to return to the unit, the family member will be considered permanently absent. If the Owner/Agent verifies that the family member will likely return in less than 180 consecutive days, the family member will not be considered permanently absent as long as the rent and other charges remain current.

8. REMAINING MEMBER OF RESIDENT’S FAMILY

A remaining member of Resident’s family is the person or persons who are listed in the lease or lease supplement as an authorized household member. may be eligible to enter into a lease with the Owner/Agent as the new head of household. The remaining member of the resident’s family must: (a) have been previously approved by the Owner/Agent to live in the unit and (b) satisfy the applicant screening criteria set forth herein. In the event the remaining family member is a minor, the Owner/Agent may approve, as an additional household member to the lease, an adult person non-member of the Resident household, who submits written documentation of a court-ordered custody or guardianship of the minor remaining family member and who satisfies the LTA eligibility criteria,

9. ADMINISTRATIVE HEARINGS

9.1. Informal Hearing for Applicants Denied Eligibility.

Applicants who are determined ineligible will be sent a written notice promptly, informing them of their status and the reason for the ineligibility determination. The written notice will offer the Applicant an opportunity for an informal hearing concerning the denial of eligibility, and the notice will specify that the Applicant must request an informal hearing within 14 working days from receipt of the notice. The notice shall also inform Applicants of their right to request a reasonable accommodation in order to participate in the hearing process and shall provide contact information for Applicants wishing to make such a request. Written requests for reasonable accommodations or informal hearings are preferred, but verbal requests will be accepted with a written confirmation provided back to the Applicant by the Management Agent. Applicants who have a disability and need a reasonable accommodation in order to participate in the informal hearing process

may request a reasonable accommodation during any stage of the informal hearing process. If the Applicant requests an informal hearing, the Management Agent will schedule an informal hearing within 14 working days of receiving the request and notify the Applicant of the place, date, and time for the hearing. Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person. Housing units are not required to be held open during this appeal notice period. The Management Agent shall wait for the appeal notice period to expire before sending denial notification to HABC for waitlist disposition purposes. Applicants shall be advised of their right to be represented by legal counsel or an advocate and present evidence to dispute the Management Agent's determination or evidence of mitigating circumstances. The Management Agent will send the Applicant the written decision via first class mail within three business days of the informal hearing.

9.2. Grievance Policy and Procedure. Grievances of the Resident shall be governed by the attached Grievance Policy and Procedure (Exhibit 1).

10. TRANSFERS

10.1. Agent-Initiated Transfers: The Agent may require that a Resident accept a transfer when a Resident occupies a housing unit with accessible features that are not needed for the Resident or Resident's family and a Resident or Applicant has been identified who does need the accessibility features of the unit. Failure to accept a Management Agent-initiated transfer will be a Lease violation and may result in termination of the lease.

Moving costs will be an expense of the Owner/Management Agent.

The Management Agent will give the Resident 30 days' advance notice of the intended transfer. The Resident will have two (2) working days to complete the actual move and turn over possession of the vacated unit. The Resident may request, and the Management Agent may grant, an extension of up to three (3) working days if needed.

The Management Agent may require that a Resident transfer because the unit is to be rehabilitated or demolished. The Owner/Management Agent is responsible for moving costs.

10.2 Resident Requested Transfers: A Resident must be permitted to request a transfer to another unit based upon the criteria set forth below. Valid reasons for Resident requested transfers include:

- Accessible Unit – Resident may request a unit with needed mobility or hearing/vision impaired accessibility features. If a transfer is required, the Owner/Management Agent is responsible for moving costs.
- Reasonable Accommodation – The Agent will provide reasonable accommodations to individuals with a disability to the maximum extent feasible. Moving costs will be paid by Owner/Management Agent.

- Crime Victim- Resident may request a transfer if a criminal attack, recent or ongoing, or credible threat of an imminent criminal attack against the Resident, or member of Resident's household, has destroyed the family's peaceful enjoyment of the unit. Resident will be responsible for moving costs.
- A unit becomes uninhabitable through no fault of the resident. Moving costs will be paid by Owner/Management Agent.

Resident must be current with all rental payments and charges due under the lease to receive approval for a Resident requested transfer. Residents may refuse unit transfer offers for good cause. After rejecting 3 offers, the resident is withdrawn from the transfer waitlist. Residents whose transfers are mandatory are subject to lease termination. Residents may file for a grievance under the Grievance Procedure (8.2) if the transfer is denied or in the case of a mandatory transfer, the Resident disputes the basis for requiring the transfer.

10.3 Transfer to HABC Conventional Public Housing: A Resident may be eligible to transfer to a suitable unit within HABC conventional public housing as a reasonable accommodation. HABC is responsible for moving costs.

11. LEASE REQUIREMENTS

11.1. The leasing requirements and lease terms must comply with the provisions set forth in 24 CFR 966, subpart A. Notwithstanding this provision, the requirements for security deposits shall comply with Section 3 hereunder, and redetermination of rent shall comply with Section 5 hereunder.

11.2. Lease Termination

-By Owner/Management Agent: The lease is automatically renewable for a 12-month period. The lease can only be not renewed for good cause or terminated only for serious or repeated violation of material terms of the lease.

-By Resident: The Resident may terminate the lease by providing the Agent 30-days notice, which is effective on the last day of a month.

11.2.1. Notice of Lease Termination

The notice of lease termination to the Resident shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish.

(a) When the Management Agent is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the Grievance Procedure (Exhibit B).

(b) When the Management Agent is not required to afford the Resident the opportunity for hearing under the Grievance Procedure, the notice of lease termination shall:

- (1) State that the Resident is not entitled to a grievance hearing on the termination;
- (2) Specify the judicial eviction procedure to be used by the Management Agent for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations; and
- (3) State whether the eviction is for criminal activity or for drug-related criminal activity.

12. THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA protects applicants, tenants and immediate family members of tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence against the victim shall not be considered “serious or repeated lease violations” or “criminal activity” that are grounds for termination of the lease or denial of housing assistance.

13. REASONABLE ACCOMMODATION POLICY

The Reasonable Accommodation policy is designed to provide persons with disabilities reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. Written information regarding this policy and the procedures for making a request for a reasonable accommodation shall be posted and made available at Owner/Management Agent offices and, if different, at the Management office on the property. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of services as those who do not have disabilities. Situations in which this policy applies include, but are not limited to, when a family initiates contact with the Owner/Management Agent, when the Owner/Management Agent initiates contact with a family including when a family applies, and when the Owner/Management Agent schedules or reschedules appointments of any kind.

To be eligible for a reasonable accommodation, a person must have a disability. A person requesting an accommodation due to a disability should submit a Request for Reasonable Accommodation Form (the Request Form). The Request Form will be available in an alternative format to accommodate those needing such a format in order to submit the request. However, a reasonable accommodation request may also be made orally or in another equally effective means of communication. The Owner/Management Agent will acknowledge receipt of the request within twenty (20) business days of receiving the

request and, within this time period, the Owner/Management Agent may request additional information or documentation needed in order to make a decision regarding the request. Owner/ Management Agent will make a decision on the request within thirty (30) business days after receiving all needed information and documentation from the requestor. The decision will be communicated in writing or, if required because of the requestor's disability, in an alternative format. If the Owner/ Management Agent will be unable to make a decision within thirty (30) business days, it will advise the requestor in writing with the reason(s) for the delay. If the Owner/Management Agent finds that the requested accommodation would result in a fundamental alteration in the nature of its housing programs or activities, or in undue financial and administrative burdens, the Owner/Management Agent may deny the request and/or present an alternate accommodation that will meet the need of the requestor.

The Owner/ Management Agent may make reasonable accommodations through such means as reassignment of services to accessible buildings, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities.

The Owner/Management Agent is not required to make structural changes in existing housing facilities where other methods are effective in achieving compliance or to provide supportive services that are not part of the program.

Verification of Disability

The Owner/Management Agent may verify a requestor's disability only to the extent necessary to ensure that the requestor is qualified for the housing for which he or she had applied, is qualified for deductions used in determining adjusted income, is entitled to preferences that have been claimed, and that the requested accommodation is needed. The Owner/Management Agent will not require applicants to provide access to confidential medical records in order to verify a disability and will not require specific details about the disability. The Owner/Management Agent may require documentation of the manifestation of the disability that causes a specific need for a specific accommodation or accessible unit.

Recertification by Mail

The Owner/Management Agent will permit the family to submit bi-annual and/or interim recertification forms through the mail, when the Owner/Management Agent has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the deadline for returning the completed forms to the Owner/Management Agent.

If there is more than one adult member in the household, but only one is disabled, re-certification can be processed through the mail or the family may choose to have the re-certification conducted by a home visit or to have the non-disabled adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

Home Visits

When requested and where the need for reasonable accommodation has been established, home visits to residents will be done to conduct annual and/or interim re-certifications.

Requests for home visit re-certifications must be received by the Owner/Agent at least five working days before the scheduled appointment date in order for the request to be considered.

14. FAIR HOUSING POLICY

It is the policy of the Owner/Agent to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Owner/Agent shall not deny any family or individual the equal opportunity to apply for or receive assistance under the housing assistance programs at the Development on the basis of race, color, sex, religion, national origin, ancestry, age, familial status, marital status, or disability or sexual orientation.

15. TRANSLATION OF DOCUMENTS

Consideration will be given as to whether documents which are written in English and are relevant to the Resident's tenancy will be translated into other languages. The decision to translate such documents will be based on the following factors:

- The number of Residents who do not speak English and who do speak the other language;
- The estimated cost per Resident of translation of the English written documents into the other language;
- The availability of translation services for non-English speaking Residents.

16. LANGUAGE ASSISTANCE

Readers will be provided to assist Residents with literacy barriers in completing documents relating to their tenancy.

17. AVAILABILITY OF DOCUMENTS

A copy of each of the following documents will either be posted in a conspicuous location at the management office for the site or will be provided to the Resident:

- The Admissions and Continued Occupancy Policy;
- Schedule of maintenance charges;
- Dwelling Lease;
- Complaint and Grievance Policy and Procedure;
- Fair Housing poster;
- Equal Opportunity in Employment poster;

- Required public notices;
- Schedule of Utility Allowance, as applicable;
- Information on eviction for drug-related and other criminal activity

EXHIBIT 1

LONG TERM AFFORDABLE A. RESIDENT GRIEVANCE POLICY AND II. APPEALS PROCEDURE

I. PURPOSE

This Long Term Affordable Resident Grievance Policy and Appeals Procedure (the “**Grievance Procedure**”) is established to assure that Residents are afforded an opportunity for a fair hearing if the Resident disputes a Management Agent action or failure to act involving the Resident's Lease, or Management’s regulations which adversely affect the Resident’s rights, duties, welfare or status. Neither housing assistance nor tenancy shall be terminated until such time as the grievance process has been completed. This Grievance Procedure shall be incorporated by reference into the dwelling lease.

II. APPLICABILITY AND DEFINITIONS

1. This Grievance Procedure shall be applicable to all grievances, except the following:
 - A. Refusal to pay rent when due, unless the amount of rent charged is in dispute;
 - B. Disputes between Residents not involving Management Agent;
 - C. Class grievances;
 - D. Any criminal activity that threatens the health, safety or the right to peaceful enjoyment of the premises of other residents or employees of the Management Agent;
 - E. Any violent or drug related criminal activity on or off the premises of other residents or employees of the Management Agent;
 - F. Any criminal activity that resulted in felony conviction of a household member; or
 - G. Any lease termination due to the occupancy of person subject to a sex offender lifetime registration requirement.
2. Maryland law requires that Residents be given the opportunity for a court hearing before eviction from a dwelling unit. Thus, where the Grievance Procedure does not apply, the Management Agent is still required to use proper judicial process.



3. The following definitions are applicable to this Grievance Procedure:
- A. Class Grievance: Any grievance in which the decision on an individual grievance would be, as a practical matter, dispositive of the interests of other Residents.
 - B. Complainant: Any Resident, as defined in below, who presents to the Management Agent a grievance in accordance with the procedures set forth herein.
 - C. Grievance: Any dispute that a Resident may have with respect to the Management Agent's action or failure to act in accordance with the individual Resident's lease or regulations which adversely affect the individual Resident's rights, duties, welfare or status, including any dispute about the amount of rent that is charged. The definition of "grievance" does not include the matters set forth in Section II.1. A through G above.
 - D. Resident: The adult person (or persons, other than a live-in aide, as defined in the lease): (1) who resides in the unit, and who executed the lease with the landlord of the dwelling unit, or (2) if no such person now resides in the unit, the person who resides in the unit, and is the remaining head of household of the Resident family residing in the dwelling unit.

III. INFORMAL DISCUSSION OF GRIEVANCE

As much as possible should be left to the mutual efforts of Management Agent and Resident, with both parties attempting to resolve all complaints as quickly and justly as possible. However, the Resident may present a grievance for any complaint which cannot be resolved by such methods, and the following procedure will apply in grievances based on lease termination notices that are subject to the grievance policy. For all non-lease termination grievances, the time periods for the informal discussion and formal grievance hearing shall conform to the time periods in HABC's Grievance Policy and Appeals Procedure for FY 2011, as shown in HABC's Admission and Continued Occupancy Policy for such fiscal year

- A. The Complainant shall, either orally or in writing, present a description of the grievance to the Management Agent Office within three (3) working days after the Management Agent's action or failure to act, giving rise to the grievance, so that the grievance may be discussed informally and settled without a formal hearing (the "Informal Discussion"). Forms for requesting an Informal Discussion or formal grievance hearing shall be available from the Management Agent. Use of the request form is optional.
- B. The Resident shall receive a receipt upon presentation of the grievance stating the date of filing and the nature of his/her grievance, and a copy will be retained in the Management Office's Resident file.



- C. The Management Agent, in concert with the Complainant, will establish a mutually agreeable date, time and place for the Informal Discussion.
- D. The Management Agent shall mail to the Resident within three (3) working days after the meeting, a summary of the Informal Discussion and his/her decision regarding the proposed disposition of the complaint and the specific reason thereof (“Summary Decision”). The Summary Decision shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

IV. PROCEDURE TO OBTAIN A HEARING

A. Request for Hearing: If the Complainant is not satisfied with the results of the Informal Discussion, the Complainant shall submit a written request for a hearing to the Management Agent, no later than three (3)___ (__) working days after the date Complainant receives the Summary Decision , pursuant to Section III. above. The written request shall specify: (1) the reasons for grievance; and (2) the action of relief sought.

B. Hearing Prerequisite: All grievances shall be presented either orally or in writing pursuant to the procedures prescribed in Section III. above as a condition precedent to a hearing, unless the Complainant obtains a waiver of this prerequisite from a Hearing Officer or Hearing Panel.

C. Waiver of the Hearing Prerequisite:

In order to request a waiver of the hearing prerequisite, the Complainant must show good cause for failing to request and proceed with an Informal Discussion, and shall comply with the following:

1. Within three (3) working days after the deadline for presenting a grievance in accordance with the procedures for an Informal Discussion the Complainant shall submit to the Management Office a request for a waiver of this hearing prerequisite.
2. A hearing will be convened before a Hearing Officer or a Hearing Panel in order to decide whether the hearing waiver request will be granted.
3. The Complainant shall appear before the Hearing Officer or Hearing Panel to show why he or she failed to proceed within the time period for the Informal Discussion.
4. If the Hearing Officer or Hearing Panel decides the Complainant has shown good cause for his or her failure to proceed within the time period for the Informal Discussion, the Hearing Officer or Hearing Panel may grant the waiver.



5. If the Informal Discussion prerequisite is waived, the Hearing Officer or Hearing Panel will immediately set a date for a hearing concerning the Complainant's grievance.
- D. Failure to Make a Timely Request for a Hearing: If the Complainant does not make a request for a hearing within five (5) working days after receipt of the Summary Discussion, Management Agent's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the Complainant of his or her right thereafter to contest Management Agent's action in disposing of the complaint in an appropriate judicial proceeding.
- E. Escrow Deposit: In any grievance involving the amount of rent or any part thereof, as defined in the lease, which the Management Agent claims is due under the lease, and which has not been paid, the Complainant shall pay to Management Agent at the time the Complainant files his or her request for a formal hearing, an amount at least equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter pay the same amount of the monthly rent to the Management Agent, and the Management Agent shall deposit the monies in an escrow account until the grievance is resolved by decision of the Hearing Officer or Hearing Panel. Following this decision, any amount due the Complainant from the escrow deposits shall be returned in full to him or her within 30 days. These requirements for escrow deposit must be waived by Management Agent:
1. in the event Management Agent determines, upon request by the Complainant, that the Complainant is unable to pay the escrow deposit because of a financial hardship in accordance with the requirements under the lease, or
 2. for the portion of the Complainant's rent attributable to the imputed welfare income.

Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest Management Agent's disposition of his or her grievance in an appropriate judicial proceeding.

- F. Scheduling of Hearings: Upon Complainant's compliance with all applicable procedures or waiver, the formal grievance hearing will be scheduled within five (5) _____ working days of the Complainant's request. The hearing will be held before either a Hearing Officer or Hearing Panel. A written notification shall be delivered by hand or by regular mail, specifying time, the place and the procedure governing the hearing, to the Complainant, the Management Agent, and the Hearing Officer or the members of the Hearing Panel.

V. SELECTION OF HEARING PANEL OR HEARING OFFICER



- A. The grievance shall be presented before a Hearing Officer or a Hearing Panel consisting of five (5) voting persons, including 1 person not affiliated with the Management Agent or any resident organization, to serve as an impartial member, and a Secretary who will be provided by Management Agent.
- B. The Hearing Panel shall not include any of the following persons:
 - 1. Any relatives of the Complainant;
 - 2. Any person from the Complainant's development;
 - 3. No one whose duties or responsibilities involve the grievance at issue.

VI. PROCEDURES GOVERNING THE HEARING

- A. If the hearing is held before a Hearing Panel, three members, including the impartial member, shall constitute a quorum for the hearing. The impartial member shall act as moderator at the hearing. His or her responsibilities will include coordinating all activities associated with the hearing, such as calling witnesses and maintaining order, and generally insuring that the hearing is conducted in a fair and orderly manner.
- B. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:
 - 1. The opportunity to examine before the hearing any HABC documents and to copy all documents, records and regulations of Management Agent, that are relevant to the hearing. Any document relevant to the hearing which Management Agent does not make available after request thereof by the Complainant, may not be relied on by Management Agent at the hearing. The copying of documents, which Management Agent intends to use in responding to the grievance, shall be done at the expense of Management Agent. All other documents shall be copied at the expense of the Complainant.
 - 2. The right to be represented by Counsel or other person chosen by the Complainant as his or her representative.
 - 3. The right to a private hearing (which includes only the Hearing Officer or Hearing Panel members, the Complainant, the Housing Manager, the Panel Secretary, Counsel or representative from both sides and witnesses) unless the Complainant requests a public hearing.
 - 4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by Management Agent, and to confront and cross examine all witnesses upon whose testimony or information Management Agent relies.



5. The right to a decision based solely and exclusively upon the facts presented at the hearing.
 6. The Hearing Officer or Hearing Panel shall hear each case and judge it on its own merit.
- C. The Management Agent and Complainant shall exchange a listing of witnesses that each intends to call upon at the hearing.
 - D. If the Complainant or Management Agent fails to appear at a scheduled hearing, the Hearing Officer or Hearing Panel may make a determination to postpone the hearing, or may make a determination that the party has waived the right to a hearing. Both the Complainant and Management Agent shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest disposition of the grievance by Management Agent in an appropriate judicial proceeding.
 - E. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter Management Agent must sustain the burden of justifying Management Agent's action or failure to act against which the complaint is directed.
 - F. The hearing shall be conducted informally by the Hearing Officer or Hearing Panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. Failure to comply with the directions of the Hearing Officer or the moderator of the Hearing Panel for order may result in exclusion from the proceedings.
 - G. The Complainant or Management Agent may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript

VII. DECISION OF THE HEARING PANEL

- A. The Hearing Officer or Hearing Panel shall prepare a written decision, together with the reasons thereof, within three working days after the hearing. A copy of this decision shall be sent to the Complainant, and the Management Agent. The Management Agent shall retain a copy of the decision in the Resident's folder in the Management Office. A copy of such decision, with all names and other personal identifying references deleted, shall also be maintained on file by Management and made available for inspection or purchase by a prospective Complainant, his representative, the Hearing Officer or the Hearing Panel.
- B. If the grievance is in reference to monies due under the tenancy, and the Hearing Officer or Hearing Panel rules in favor of Management Agent, a written



agreement will be made between the Complainant and the Management Agent for payment of the amount due and the schedule for payment.

C. The decision of the Hearing Officer or Hearing Panel shall be binding on Management Agent, which shall take all action, or refrain from any action necessary to carry out the decision, unless the decision of the Hearing Officer or Hearing Panel is contrary to applicable Federal, State or local law or applicable regulations, or the HABC Moving to Work Agreement and Annual Plan

D. A decision by the Hearing Officer or Hearing Panel denying the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Complainant may have in any judicial proceedings, which may thereafter be brought in the matter.

VIII. NOTICE TO VACATE AND EVICTION ACTIONS

If the Complainant's grievance hearing was due to a complaint concerning a notice of lease termination, and the Hearing Officer or Hearing Panel upholds Management Agent's action to terminate the tenancy, Management Agent shall issue to the Resident a Notice to Vacate prior to commencing an eviction action. The Notice to Vacate shall not be issued prior to the Hearing Officer's or Hearing Panel's decision having been delivered by hand or by regular mail to the Complainant. Such Notice to Vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action for eviction will be brought against him/her and he/she may be required to pay court costs, and attorney's fees if the Management Agent prevails in the eviction action.

IX. ACCOMMODATIONS

Upon notification made by the Resident (a) upon the Resident's request for an informal grievance, and (b) upon the Resident's request for a formal grievance, the Management Agent will provide reasonable and accessible accommodations for residents with qualified disabilities and ensure that communication is as effective as that provided to individuals without disabilities. Moreover, the Management Agent shall take appropriate steps to ensure that communications with participants with disabilities are as effective as communications with others, which may include, but not be limited to, enlarged print, a signer, audio communication, Braille, or a reader.

X. TIME PERIODS

In computing time periods set forth herein, Saturdays, Sundays and holidays observed by the Management Agent shall not be included.

