

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
--	---	--

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

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.																															
A.1	<p> PHA Name: _____ PHA Code: _____ PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____ PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units _____ Number of Housing Choice Vouchers (HCVs) _____ Total Combined _____ PHA Plan Submission Type: <input type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. </p> <p> <input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																											
				PH	HCV																										
Lead PHA:																															

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N</p> <p> <input type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. <input type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input type="checkbox"/> <input type="checkbox"/> Financial Resources. <input type="checkbox"/> <input type="checkbox"/> Rent Determination. <input type="checkbox"/> <input type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input type="checkbox"/> Safety and Crime Prevention. <input type="checkbox"/> <input type="checkbox"/> Pet Policy. <input type="checkbox"/> <input type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification </p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review.</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N</p> <p> <input type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods. <input type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development. <input type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition. <input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. <input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD. <input type="checkbox"/> <input type="checkbox"/> Project Based Vouchers. <input type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization. <input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). </p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
B.3	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p>

B.4.	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
C.1	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.2	<p>Civil Rights Certification.</p> <p><u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.4	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p>D Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>	
D.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p>

Instructions for Preparation of Form HUD-50075-HP

Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

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

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

B. Annual Plan.

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

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. ([24 CFR §903.7\(a\)\(1\)](#)) and 24 CFR §903.12(b). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA’s public housing and Section 8 tenant-based assistance waiting lists. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#)) and 24 CFR §903.12(b).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)) A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. ([24 CFR §903.7\(b\)](#))

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

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

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#)) and 24 CFR §903.12(b).

☐ **Safety and Crime Prevention (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. ([24 CFR §903.7\(m\)\(5\)](#))

☐ **Pet Policy.** Describe the PHA’s policies and requirements pertaining to the ownership of pets in public housing. ([24 CFR §903.7\(n\)](#))

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

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

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

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

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

☐ **Hope VI.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at:

<http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD’s website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

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

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

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

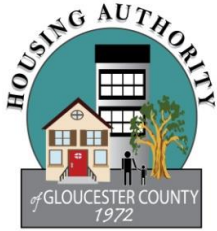
D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form 50075.2 approved by HUD on XX/XX/XXXX.”

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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



HOUSING AUTHORITY OF GLOUCESTER COUNTY

Index of Attachments for FY 2021 Annual Plan HUD-50075

The following is an index of files attached to the PHA Plan for FYE 12/31/2021 and the corresponding reference to the appropriate section of the form.

B.1 Annual Plan- Revision of PHA Plan Elements

- 1. Statement of Housing Needs and Strategy for Addressing Housing Needs-** See attached Statement.
- 2. Deconcentration Policies and Other Policies that govern Eligibility, Selection and Admissions-** See attached Section 8 Administrative Plan Public Housing Admissions and Continued Occupancy Policy.
- 3. Statement of Financial Resources-** See attachment Statement of Financial Resources.
- 4. Rent Determination-** See Section 8 Administrative Plan and Public Housing Admissions and Continued Occupancy Policy containing statements on Rent Determinations.
- 5. Operation and Management-** See attached Maintenance Policy, Bed Bug Policy, Exposure Control Policy and Procurement Policy.
- 6. Grievance-** Grievance Procedure Policy and the One Strike & You're Out Policy for both Section 8 and Public Housing programs.
- 7. Homeownership Programs-** See Statement on Homeownership and Section 8 – The Authority has permission from HUD to designate up to 25 Housing Choice Vouchers for Homeownership. See the Section 8 Administrative Plan for the policy.
- 8. Community Services and Self Sufficiency Programs-** See attachment Statement of Community Service and Self Sufficiency Programs.
- 9. Safety and Crime Prevention Public Housing-** See Statement Regarding Safety & Crime Prevention in the Public Housing Program and HAGC's VAWA Policy.
- 10. Pet Policy-** See Pet Policy for Public Housing.

11. Asset Management- See statement of Asset Management.

12. Substantial Deviation- See attached definition of Substantial Deviation.

13. Significant Amendment/Modification- See attached definition of Significant Amendment/Modification.

B.2 Annual Plan-New Activities

Mixed Finance Modernization or Development

HAGC has established the goal of pursuing other development opportunities.

On July 24, 2019 the HAGC Board of Commissioners passed a Resolution authorizing HAGC to execute an Agreement to Enter into a Housing Assistance Payments Contract for Housing Choice Voucher-Project Based Assistance with both: Woodbury Heights Family Housing and West Deptford Apartments Project; awarding 8 PBVs to Woodbury Heights Family Housing and 21 PBVs to West Deptford Apartments Project to provide housing for veterans. Neither Woodbury Heights Family Housing nor West Deptford Apartments were funded from the 2019 LIHTC funding round. The 2020 applications were originally due 7/22/20. The State extended the deadline to 9/23/20. Both developers have indicated they plan to submit applications in the 2020 9% tax credit round.

HAGC is partnering with Rowan College of South Jersey, Deptford Township, and Gloucester County in the development of a new special needs housing project. On April 23, 2020, HAGC signed an agreement to enter into Ground Lease with Rowan College of South Jersey. HAGC is preparing a predevelopment agreement between HAGC and the County of Gloucester to address predevelopment costs.

Demolition and/or Disposition

HAGC has established the goal of successful completion of the disposition of 62 scattered site public housing single family homes in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 on the basis that it is in the best interest of the residents and HAGC and consistent with the goals of HAGC to do so. Specifically, the units are scattered site units with large distances between the units, lack uniformity of systems, and are unsustainable to operate and maintain. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing to ensure protections for residents. The project name is NJ204-1 /AMP 101/Scattered Sites and consistent of the following: six two-bedroom units; forty-six three-bedroom units; and ten four-bedroom units. The single-family units are widely scattered throughout Gloucester County. HAGC conducted meetings with the NJ204-1 Scattered Site residents on 2/6/20 and 2/10/20 to inform the residents of HAGC's

intent to dissolve the program. It was explained why HAGC will be applying to HUD to dissolve the program, how the residents will be assisted with Tenant Protection Vouchers provided they remain in good standing, other options such as homeownership and a timeline as this may take 18-24 months to complete.

Designated Housing for Elderly/Disabled Families

HAGC continually operates the Public Housing units located at Deptford Park Apartments and Carino Park Apartments in accordance with the Admissions and Continued Occupancy Policy. Through the conversion of these public housing units to Project-Based Vouchers under Rental Assistance Demonstration (RAD), the units will be designated for elderly.

Conversion of Public Housing under RAD

HAGC has established the goal of preserving the Housing Authority's Public Housing units located at Deptford Park Apartments and Carino Park Apartment through successful completion of the conversion from designation as Public Housing Units to Project-Based Vouchers through the Rental Assistance Demonstration Program. On May 10, 2019 HUD approved HAGC's Significant Amendment for the RAD Program to convert these AMPs from Public Housing under the Rental Assistance Demonstration (RAD) Program to Project-Based Vouchers (PBV). HAGC submitted this application to HUD on August 22, 2018, was approved on December 11, 2018 and accepted the Commitment to Enter into Housing Assistance Payments Contract on January 3, 2019. HAGC works to implement the conversion in accordance with HUD regulations and applicable notices including PIH 2012-3, Rev-3 and any subsequent notices. Resident meetings to inform residents about the RAD conversion were held. HAGC determined it is in our best financial interest to have 5 units at Deptford Park and 5 units at Carino Park be "market rate" units in conjunction with the RAD conversion. The units will still have the income restrictions of the residents but will be regular Project Based Vouchers instead of RAD PBVs.

Occupancy by Over-Income Families

HAGC's Policy regarding the treatment of over-income households in accordance with the requirements of the Housing Opportunities Through Modernization Act is contained within the Admissions and Continued Occupancy Policy. Specifically, after a household's income exceeds 120% of the area median income (AMI) for two consecutive years, the Authority will charge the household rent equal to the greater of the Fair Market Rent (FMR) or the amount of their unit's operating and capital subsidy. The Authority shall implement the HUD published over-income limits by household size for each locality established annually. When the Authority determines that a household's income exceeds the over-income limit during an annual or interim income reexamination, the Authority shall document the household's income in order to compare it with the household's income the following year. If the household's income exceeds the over-income limit one year later, the Authority must notify the household in writing that, if their income still exceeds the over-income limit 12 months later, the household will be subject to the Authority's over-income

policy. The over-income Policy shall not apply if an over-income household's income falls below the over-income limit before the two-year mark.

Non-Smoking Policies

HAGC's Smoke-Free Policy is applicable to all owned and managed properties and all residents have executed Lease Addendums containing the elements of the policy and the rights of the parties.

- B.3** **Civil Rights Certification-** See attached HUD-50077, *Certification of Compliance with the PHA Plans and related Regulations.*
- B.4** **Most Recent Fiscal Year Audit-** See attached Schedule of Findings and Questioned Costs. The audit for the FYE 12/31/19 was performed by Bowman & Company, LLP Certified Public Accountants & Consultants.
- B.5** **Progress Report-** See attached Progress report on prior 5-year goals.
- B.6** **Resident Advisory Board (RAB) Comments-**See attached letter from the RAB to the HAGC Board of Commissioners containing comments of the RAB.
- B.7** **Certification by State or Local Official,** See attached HUD Form 50077-SL.
- C.1** **Capital Improvements-** See HUD Form- 50075.2.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

STATEMENT OF HOUSING NEED

AGENCY PLAN 2021

The Public Housing and Section 8 Housing Choice Voucher Programs operated by the Housing Authority of Gloucester County (HAGC) are an important resource for housing low income families in Gloucester County. The Section 8 Program is presently evaluated at a High Performing Housing Authority under HUD criteria with the Public Housing Program rated as a Standard Performer in the past years.

In the past 5 years, HAGC has successfully pursued additional affordable housing for the County when appropriate opportunities are available. Specifically, HAGC was awarded a combined total of 24 HUD-VASH Vouchers for FY 2016 and FY 2017 which serve the housing needs of homeless veterans referred from the Corporal Michael J. Crescenz VA Medical Center in Philadelphia, PA. HAGC administers 19 Project-Based Vouchers at Camp Salute in Clayton, New Jersey serving veterans in partnership with People for People and Conifer Realty. HAGC was also awarded funding through the 2018 Mainstream Voucher Program for additional Housing Choice Vouchers for non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. Specifically, HAGC received an award of \$361,191 for the 2018 Mainstream Vouchers, this amount will support approximately 40 vouchers for individuals with disabilities. In June 2020 HAGC was awarded additional funds to support 12 additional Mainstream Vouchers. There was a public hearing in December 2019 and the Board adopted a local preference specifically to target this group, in accordance with the funded NOFA. HAGC accepted the mainstream HCV's for a one-week period in December 2018. A total of 365 applications were received. These additional housing opportunities serve both extremely low income families and households with individuals with disabilities.

Throughout FY 2019 and FY 2020 HAGC continued to focus on the expansion of quality affordable housing available for veterans and passed a resolution authorizing HAGC to execute a Housing Assistance Payments Contract to offer project-based vouchers for veterans. It is HAGC's hope that LIHTC tax credits will be awarded in 2020 for the development of these affordable housing units.

HAGC is also focused on the expansion of housing opportunities for individuals with special needs and has, HAGC is partnering with Rowan College of South Jersey, Deptford Township and Gloucester County in the development of a new special needs housing project.

HAGC will strive to make opportunities available to participants in its programs to enhance their quality of life. HAGC's overall goal is to provide safe, well-maintained, affordable housing in a respectful and professional manner. HAGC is committing to promoting independence, aging in place and a positive quality of life for residents as well through the ROSS Program, Congregate Program and various agreements with local agencies focusing on providing health and mental health resources.

Housing for the elderly will generally be provided in concentrated multifamily settings to allow economies of scale in the operation of the development and provision of services. Housing for families, particularly those with children, will generally be provided on a non-concentrated basis and shall, to the maximum extent possible, remain invisible in the community in which it is located.

Housing for the disabled will, to the maximum extent possible, meet the needs of the individual's particular disability and encourage community partnerships to address supportive services required to maintain housing.

With approval from the HAGC Board of Commissioners, HAGC closed the 2, 3, & 4-bedroom Public Housing waiting lists effective May 1, 2018. The 1-bedroom Public Housing Waiting list remains open. The decision to close the waiting lists was based on a comparison of the number of available units and number of active applicants demonstrating a more than sufficient applicant pool. Advanced public notice of the waiting list closing was made to enable families to submit applications prior to the closing. HAGC does not anticipate reopening the waiting lists as a sufficient pool of applicants continues to exist and HAGC intends to submit an Application to HUD in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 for the disposition of the 2, 3, and 4 Public Housing homes on the basis that it is in the best interest of the residents and HAGC and consistent with the goals of HAGC to do so. Specifically, the units are scattered site units with large distances between the units, lack of uniformity of systems, and are unsustainable to operate and maintain. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing.

Presently, the Section 8 Housing Choice Voucher (HCV) waiting list is only open for veterans as HAGC has targeted Section 8 vouchers for veterans to utilize.

Please note the following according to the Gloucester County Consolidated Plan for fiscal years 2015-2019:

The most important impediment revolves around the lack of Federal and State resources for affordable housing initiatives. Gloucester County and its municipalities do not put any limitations on growth. Through vehicles such as zoning ordinances, subdivision controls, permit systems, housing codes and standards, new construction restrictions and rent control Gloucester County has attempted to minimize the barriers that may impede the development of affordable housing.

The Consolidated Plan identifies the following barriers to affordable housing:

- The high cost of housing created by a demand for housing, both existing and new, which exceeds the current supply.
- Continuously shrinking Federal and State funding sources to subsidize affordable housing projects limiting opportunities.
- The relatively low-income level of many of the residents of the County.
- Some federal and state regulations, especially those related to the production and conservation of affordable rental units.
- Land use controls used by municipalities
- Property Taxes
- Permit Delays

Renters between 0-30% AMI have the greatest percentage of having at least 1 or more of the four housing problems (lacks kitchen or complete plumbing, severe overcrowding and severe cost burden).

On the other hand, owners between 30-50% AMI have the greatest percentage of having at least 1 or more of the four housing problems. The online survey conducted as part of the Citizen Participation process indicated a need for rehabilitation of both renter and owner-occupied housing units. According to the 2010-2012 ACS data the median income of Gloucester County households was \$74,915. Seven percent of households had income below \$15,000 a year. Accordingly, an Extremely Low-income household would typically earn up to \$7,609 annually and would tend to experience the most distressed housing conditions. 4,496 of Extremely Low-income renter households were considered Cost Burdened more than 30% and 3,769 of Extremely Low-income renter households were considered Cost Burdened more than 50%.

There are two income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole. They are: The data shown in the 0-30 AMI notes that 20.6% of the Black population in the 0%-30% Area Median have one or more of four housing problems. This number exceeds the percentage of the Black population by 10 percentage points, of the County overall, which is 10.1%, demonstrating a disproportionate need. The data shown in the 0-30 AMI notes that 36% of the Black population in the 0%-30% Area Median have Housing Cost Burdens. This number exceeds the percentage of the Black population of the County overall by 10 percentage points, which is 10.1%, demonstrating a disproportionate need.

Following are various strategies the Authority will use to address the housing needs in Gloucester County as reported in previous Agency Plans. HAGC strives to employ each of the strategies below as much as our budgetary constraints will permit. The single most valuable resource is additional housing units. The Authority will aggressively pursue any additional units from HUD when available. Also, please refer to the 5-Year Goals and Objectives for additional strategies regarding fulfilling our mission.

Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists IN THE UPCOMING YEAR, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line

HAGC operates a Congregate Services Program providing meals, laundry and housekeeping services to individuals who are often disabled. HAGC expanded the services under the Congregate program during the covid-19 pandemic to best protect the well-being of disabled and elderly residents unable to perform their own shopping. This resource provides tenancy support to help encourage persons with disabilities to continue to remain independent and continue to reside in Public Housing. HAGC also operates a Resident Opportunities and Self-

Sufficiency (ROSS) Program which focuses on the goal of providing supportive services to enable disabled and elderly residents to remain living independent and age in place rather than require institutionalized placement. The Congregate program is supplemented and enhanced by a Memorandum of Understanding with Assisted living Provider, DPSP, who provides on-site services to individuals who are often times disabled.

- ☒ Reduce turnover time for vacated public housing units

HAGC maintains a list of verified eligible applicants who have come to the top of the waiting list and determined eligible and suitable for the Public Housing Program. Accordingly, when a unit becomes vacant HAGC is able to perform a more expedited update of information and reduce turn over time.

- ☒ Reduce time to renovate public housing units

HAGC anticipates that through the implementation and continued enforcement of the Smoke-Free Housing Rule, it will take less time to renovate public housing units. Further, HAGC has dedicated significant time and resources to renovating the Public Housing scattered site homes which continue to age and become increasingly more time consuming and costly to maintain. As such, HAGC anticipated that through the disposition of the scattered site homes the time to renovate public housing units will be significantly decreased. HAGC continues to invest in the development of maintenance staff skills to increase productivity and efficiency. Further HAGC's use of a coordinated work order system allows for the tracking of preventive maintenance which preserves housing stock.

- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction

In the past years, HAGC has employed the above strategy; however, HAP funding constraints prevent us from doing so. HAGC has adjusted payment standards as required under the Small-Area Fair Market Rent rule as HAGC is located in a metropolitan area requiring adopting of the rule. As a result, some zip codes under the jurisdiction of HAGC had increased Payment Standards while others experienced a decrease in payment standards.

- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☐ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☒ Other (list below)

1. Participate in the Section 8 Homeownership Program to increase the number of affordable housing units available.

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available

In FY 2016 HAGC was awarded 19 HUD-VASH Vouchers for homeless veterans. In FY 2017, HAGC was awarded an additional 5 HUD-VASH Vouchers. HAGC was also awarded funding through the 2018 Mainstream Voucher Program for additional Housing Choice Vouchers for non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. Specifically, HAGC received an award of \$361,191 for the 2018 Mainstream Vouchers, this amount will support approximately 40 vouchers for individuals with disabilities. In June 2020, HAGC was awarded funds to support an additional 12 Mainstream vouchers.

- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.

HAGC published a Request For Proposal dated 6/21/19 inviting owners and developers of existing and new construction rental projected within the County of Gloucester to submit proposals for participation the Section 8 Project Based Voucher Program. On July 24, 2019 the HAGC Board of Commissioners passed a Resolution authorizing HAGC to execute an Agreement to Enter into a Housing Assistance Payments Contract for Housing Choice Voucher-Project Based Assistance with two developers. HAGC is awaiting the developer's approval for LIHTC funding.

HAGC is partnering with Rowan College South Jersey and Gloucester County in the development of a new special needs housing project.

- ☒ Other: (list below)

1. Participate in the Section 8 Homeownership Program to increase the number of affordable housing units available.

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30% of AMI

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance

- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working

HAGC would like to employ the above strategy, however, the income targeting regulations prevent us from doing so.

- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- ☒ Seek designation of public housing for the elderly
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☐ Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- ☐ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- ☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- ☒ Market the section 8 program to owners outside of areas of poverty/minority concentrations
- ☐ Other: (list below)

Through the implementation of the Small Area Fair Market Rule, HAGC has encouraged residents to seek housing opportunities in areas with increased payment standards deemed areas of high opportunity.

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
- ☒ Staffing constraints (due to cuts to administrative funds in Section 8 HCV and forced reduction in PH Operating Subsidy)
- ☐ Limited availability of sites for assisted housing
- ☒ Extent to which particular housing needs are met by other organizations in the community
- ☐ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- ☒ Influence of the housing market on PHA programs
- ☐ Community priorities regarding housing assistance
- ☐ Results of consultation with local or state government
- ☐ Results of consultation with residents and the Resident Advisory Board
- ☐ Results of consultation with advocacy groups
- ☐ Other: (list below)

HUD has posted the Calendar Year (CY) 2020 Administrative Fee Rate Schedule for the Housing Choice Voucher Program, including instructions for calculating administrative fee rates under portability. Despite Gloucester County's growing and diverse population, HAGC's rates are among the lowest in the State of New Jersey. This presents a significant problem in adequately addressing the needs of the Section 8 Program. HAGC has applied to HUD through a Special Fees Application to request additional funding to support the program.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

STATEMENT ON DECONCENTRATION OF POVERTY AND AFFIRMATIVELY FURTHERING FAIR HOUSING

ANNUAL PLAN 2021

The Housing Authority of Gloucester County (HAGC) has, since its inception in 1972, followed a philosophy in the provision of subsidized housing which concentrates the elderly in multifamily settings so that services can be provided economically and deconcentrates families so that their housing is “invisible” to the community. This philosophy was formalized by the Board of Commissioners in February 1999.

HAGC operates public housing funded in three increments: NJ204-1, 3 and 4. NJ204-1 consists of 62 scattered site single family two, three, and four-bedroom homes. The homes were acquired in the early 1980s through the public housing acquisition without rehabilitation program. These homes are widely scattered throughout the County. The homes were constructed from the 1930s to the 1970s. No two units are identical. They are located in middle income neighborhoods where nearly all households have income from employment. The neighborhoods where the NJ204-1 units are located do not have concentration of poverty. Only two of the houses are located in neighborhoods where minority families predominate. As indicated in various components of HAGC’s Agency Plan, HAGC intends to proceed with an application for disposition pursuant to Section 18 U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 of these scattered site homes. HAGC will apply for tenant protection relocation vouchers which can be utilized by the families.

NJ204-3, Carino Park Apartments, is located in downtown Williamstown. There are 100 one-bedroom units for the elderly and near elderly. The residents include some younger disabled households. It is next door to City Hall, the Policy Department, and the Fire Department. It is one block from the main commercial area of Williamstown. There is a mixture of rental housing and homeowners in the vicinity. There are minority families in the surrounding area, but they do not predominate.

NJ204-4, Deptford Park Apartments, is located in the center of Deptford Township. There are 100 one-bedroom units for the elderly. The residents include some younger disabled households. It is within one block of the Township Hall and Police Department. The Deptford Fire Department Administrative Office is next to the property. Commercial properties are located on the major thoroughfares close to Deptford Park. Much of the remaining property is occupied by single-family middle-income homeowners. The area is predominately non-minority.

The public housing units designed for occupancy by families with children were selected to avoid placing public housing families in areas of low income and minority concentration. The neighborhoods surrounding the units acquired in the 1980s have remained middle income neighborhoods. HAGC will review the statistics regarding the census tracts in which the public housing units are located annually in connection with the development of the Annual Plan. If any changes in the surrounding neighborhoods are detected, HAGC will consider a relevant change in policy at that time. While the public housing units are physically located in middle income neighborhoods, HAGC believes that future disposition in accordance with HUD PIH 2018-04 and 24 CFR 970, which codifies Section 18 of the Housing Act of 1937, serves the best interest of the residents of HAGC and is consistent to the goals of the PHA plan as the scattered site homes demonstrate unsustainability in operation and maintenance. HAGC will ensure protection of current residents by either proceeding with disposition at unit turn over only or acting in compliance with the Uniform Relocation Act.

According to the 2015-2020 Consolidated Plan for the County of Gloucester, the most important impediment to affordable housing is the lack of Federal and State resources for affordable housing initiatives. This impediment has been consistently identified in the Consolidated Plan as the most important impediment. The Authority has in the past and will continue to pursue additional affordable housing units when the opportunities are available.

HAGC has clearly made efforts to overcome the lack of affordable housing as identified in the Gloucester County Consolidated Plan. The Authority will submit an application should additional Section 8 Housing Choice Vouchers become available through HUD. In June 2016, HAGC was awarded 19 HUD-VASH Vouchers in partnership with the Philadelphia Veterans Administration to serve homeless veterans living in Gloucester and Camden County. In February 2017, HAGC was awarded an additional 5 HUD-VASH Vouchers. HAGC is currently pursuing other avenues of creating and/or managing affordable housing units within Gloucester County in an effort to overcome the lack of affordable housing as identified in the Gloucester County Consolidated Plan. The Authority has promoted fair housing choice since its inception. The composition of the Authority's participants represents the diversity of the County's low-income population.

Persons who have alleged discrimination in housing will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a move) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. The Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide personal referrals to units with vacancies and call the apartment managers of said units to arrange for an appointment for the family to see the unit.

Additionally, assistance will be given to families who have claimed illegal discrimination in the exercise of their rights under Federal, State and/or local law and name of persons responsible for providing assistance. Either the Intake Supervisor or Section 8 Supervisor, as appropriate, shall:

1. Take a statement regarding the time, place, and participants in the alleged discrimination.
2. Aid complainant in filing the appropriate HUD form.
3. Aid complainant in contacting and filing a complaint with the New Jersey Division of Civil Rights/Housing Section.
4. As an advocate of complainant, meet with the apartment owner/manager and resolve alleged basis for discrimination.
5. Work in conjunction with investigators and others in an attempt to assure compliance with the law and have the family housed.
6. Refer the matter the Authority's Counsel for consideration on referring the matter to the prosecutor.

In an effort to promote fair housing rights and fair housing choice, the Authority has implemented an Equal Opportunity Housing Policy. The Authority shall market the Section 8 Housing Choice Voucher, Moderate Rehabilitation, Family Self-Sufficiency, and Section 8 Homeownership Programs to all eligible persons, including persons with disabilities and persons with limited English proficiency. The Authority has administrative offices and communications which facilitate applications and deliver service accessible to persons with disabilities. Reasonable accommodations relating to one's disability are granted upon the request of the individual unless such request would provide an undue financial or administrative burden or fundamentally alter the nature of a particular program or activity.

The Authority shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.

The Authority shall provide appropriate staff training on the implementation of the Fair Housing Act.

The Authority shall update and review policies impacting the provisions of the Fair Housing Act.

The Authority shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.

The Authority shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.

The Authority shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

DRAFT



HOUSING AUTHORITY OF GLOUCESTER COUNTY

PUBLIC HOUSING PROGRAM

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

REVISED:

July 22, 2020 via Resolution #20-71

April 22, 2020 via Resolution #20-33

PROGRAM OBJECTIVES AND DESCRIPTION

The objective of the Public Housing Program is to house extremely low, very low, and low-income families in decent, safe, and sanitary housing. The Housing Authority of Gloucester County owns and manages such housing. The Public Housing Program is intended to promote an environment for such lower income families, which is conducive to healthful living and is based on nondiscrimination on the basis of race, color, national origin, age, sex, or disability, religion or familial status.

Throughout this document, the Housing Authority of Gloucester County shall be referred to as the “Authority” and the United States Department of Housing and Urban Development shall be referred to as “HUD”. Additionally, the term “Program” shall be intended to represent the Public Housing Program.

This Admissions and Continued Occupancy Policy is the Authority’s written statement of policies used to carry out the Public Housing Program in accordance with federal law and regulations, and HUD requirements. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. All issues related to public housing not addressed in this Policy are governed by Federal Regulations, HUD handbooks and guidebooks, notices and applicable state and local law. The policies contained within this Policy are designed to ensure compliance with the Consolidated Annual Contributions Contract and HUD-approved applications for program funding. This Policy is approved by the Board of Commissioners of the Authority. The Authority will revise this Policy as needed to comply with changes in HUD regulations.

The Authority owns and manages three Public Housing Projects and has followed a philosophy which concentrates the elderly in a multifamily setting, while scattering families so that their subsidy is “invisible” and the families can fully immerse within the community. The Authority complies with all the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and the Authority’s Policy.

A description of each project and their respective locations are as follows.

Project 204-1 – This project consists of a total of 62 scattered site single family homes; of which 6 are two bedrooms, 46 are three bedrooms, and 10 are four bedrooms units. These homes are widely scattered throughout Gloucester County. They are located in middle income neighborhoods where households largely have income from employment and there are no concentrations of poverty.

Project 204-3 – This project, known as Carino Park Apartments, is a multifamily dwelling consisting of 100 one-bedroom units for the elderly, near elderly and disabled, and a limited number of disabled families. One of the units is reserved for a resident superintendent.

Project 204-4 – This project, known as Deptford Park Apartments, is a multifamily dwelling consisting of 100 one-bedroom units for the elderly, near elderly and disabled, and a limited number of disabled families. One of the units is reserved for a resident superintendent.

NONDISCRIMINATION POLICY

Federal laws require the Authority to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including: but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that the Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the Authority's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

The Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability: (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs; (b) Provide anyone housing that is different (of lower quality) from that to provided others; (c) Subject anyone to segregation or disparate treatment; (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; (e) Treat anyone differently in determining eligibility or other requirements for admission; (f) Deny anyone access to the same level of services ii; or (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

The Authority will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988. The Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

The Authority is committed to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to applicants/tenants of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by the Authority, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. The Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, the Authority is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to www.hud.gov/fairhousing.

Policies Related to Persons with Disabilities

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs.

a. Definitions

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. 24 C.F.R. § 100.201.

The definition of disability does not include: current users of illegal controlled substances, people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.

b. Requesting a Reasonable Accommodation

A person with a disability may request a reasonable accommodation at any time. The individual, The Authority, or another person identified by the individual, must reduce all requests for reasonable accommodation(s) to writing. The person must explain what type of accommodation is required to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be

inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual.

c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the Authority programs and services. The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

RECEIPT AND INITIAL PROCESSING OF PRE-APPLICATIONS

The Authority will receive and process applications in a way that treats all applicants fairly and consistently. At the discretion of the Executive Director, the Authority will accept pre-applications for assistance on an as needed basis between 8:00 a.m. and 5:00 p.m. on regular business days. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. The pre-applications may be received by mail, through www.hagc.org or in person at the following locations:

The Housing Authority of Gloucester County – Main Office

100 Pop Moylan Blvd, Deptford, New Jersey 08096

Carino Park Apts.

100 Chestnut Street, Williamstown, New Jersey 08094

Colonial Park Apts.

401 S. Evergreen Avenue, Woodbury, New Jersey 08096

Nancy J. Elkins Seniors Housing

100 Pop Moylan Blvd, Deptford, New Jersey 08096

Shepherd's Farm Senior Housing

981 Grove Road, West Deptford NJ 08086

OR Online at <http://www.hagc.org>

These pre-applications will contain sufficient information for the Authority to make preliminary determinations of eligibility and local preference status. The pre-applications will be date and time stamped upon receipt by the Authority. If the pre-application does not contain sufficient information to make a preliminary determination of eligibility, the applicant will be notified to submit the needed information. The date and time stamp utilized for placement on the waiting list is based on a properly completed pre-application.

All applicants will have the opportunity to apply for any applicable program administered by the Authority.

Applicants will be mailed a confirmation of receipt of their pre-applications after their names are placed on the waiting list. If the information on the pre-application shows the applicant to be obviously ineligible, the confirmation letter will state the reasons for the determination of ineligibility and offer the applicant the opportunity for an informal hearing as well as information on how to arrange for the informal hearing.

The Authority will take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard application process. This may include people with disabilities or persons with limited English proficiencies. The Authority will consider requests for Reasonable Accommodations to the needs of individuals with disabilities and reasonable steps to ensure equal access for LEP persons. Authority shall act in accordance with its Language Assistance Plan.

ORGANIZATION AND SELECTION FROM WAITING LIST

Applicants for whom the waiting list is open must be placed on the waiting list unless the Authority determines the family to be ineligible. Where the family is determined to be ineligible, the Authority must notify the family in writing. All registrants will be placed on the waiting list based on the date and time of application. There will be one waiting list maintained for each bedroom size (1 bedroom through 4 bedrooms). The Authority will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards.

The waiting lists will be assembled in sequential order by date and time of registration, with annual income and any special needs (such as barrier free access) indicated. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. Families are selected from the wait list according to date and time of application.

A local residential preference will be given to applicants, whose head, co-head, or spouse at the time of registration, are residents of, working, or hired to work in the operating jurisdiction of the Authority. Please note the following with respect to specifically how the local preference shall be administered. Applicants are provided 1 point for a local preference.

1. An applicant who is a resident or works in the operating jurisdiction of the Authority on the day their application is received by the Authority will be eligible for the local preference. If the applicant does not live or work in the operating jurisdiction of the Authority at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. The Authority must be able to obtain objective, third party documentation of the residence or employment at the time of application.
2. An applicant who lives and works outside the operating jurisdiction of the Authority is not eligible for the local preference.
3. An applicant, who lives and works outside the operating jurisdiction of the Authority on the day their application is received, will be entitled to the local preference if they notify the Authority in writing that they have moved into or obtained employment in the operating jurisdiction. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Authority. The Authority must be able to obtain objective, third party documentation that the applicant has moved into or works within the operating jurisdiction of the Authority.
4. An applicant who lives and works outside the operating jurisdiction of the Authority at the time their application is received by the Authority and subsequently notifies the Authority that they have moved into or begun working within the operating jurisdiction of the Authority; but is not a resident of or working within the operating jurisdiction at the time of eligibility determination shall be denied a local preference.
5. An applicant who is homeless will receive a local preference if they can document to the satisfaction of the Authority that they lived or worked in the operating jurisdiction immediately prior to becoming homeless.

Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability. The operating jurisdiction of the Authority is comprised of the following:

Clayton Borough, Deptford Township, East Greenwich Township, Elk Township, Franklin Township, Glassboro, Greenwich Township, Harrison Township, Logan Township, Mantua

Township, Monroe Township, National Park, Paulsboro, Swedesboro, Washington Township, West Deptford Township, Westville, Woodbury City, Woodbury Heights, Woolwich Township.

When neither the head of household, co-head or spouse resides in, works in, or have been hired to work in, one of the above participating communities, a pre-application from that household will be considered a non-resident pre-application.

The Authority shall also provide a preference for the elderly and near-elderly disabled households at Carino and Deptford Park Apartments. Applicants are provided 1 point for this preference. An Elderly household is defined as one whose head, co-head, or spouse is 62 years of age or older. A Near-Elderly Disabled household is defined as one whose head, co-head, or spouse is between the ages of 50 and 62 years and the head, co-head, or spouse is disabled.

Applicants with the highest number of preferences shall be given priority in selection from the waiting list. When selecting applications from the waiting lists, the second consideration shall be the targeting requirements as fully described in Eligibility Criteria.

The Authority shall send interview letters to applicants on the waiting lists first considering the date and time of registration. Those applicants who are entitled to preferences as described above shall be placed on the waiting list ahead of those applicants who do not meet the criteria to qualify for a preference.

MAINTAINING THE WAITLIST

It is the policy of the Authority to administer the wait lists as required by HUD regulations. The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the wait lists, and whether the waiting list includes a sufficient number of extremely low-income families. See *Equal Housing Opportunity Policy for Policies on Affirmative Marketing/Outreach to Families* for the Authority's practice on encouraging full participation of the public when the wait lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, the Authority may stop accepting new applications and close the waiting lists. When the wait list is closed, the Authority will not maintain a list of individuals who wish to be notified when the wait list is reopened.

While the family is on the waiting list, the family must report to the Authority changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within 14 calendar days of the change. Failure to keep the Authority informed of all changes of address will prevent the Authority from contacting an applicant, and leaves the Authority no alternative but to remove the applicant from the waiting list. In the event this happens, the applicant has 30 days to request an Informal Hearing, failure to do so makes it necessary for the applicant to file a new application. See Section on Removal from the Wait List.

ELIGIBILITY CRITERIA

The Authority will take the necessary steps to ensure that every individual and family admitted to the programs meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the Authority to confirm eligibility and determine the level of the family's assistance.

An applicant is qualified if he/ she meets all the following criteria:

- 1) Is a **family**, as defined by this policy;
 - a. For the purposes of this document, a family may consist of any group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of the Authority by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
 - b. An elderly or disabled family is family whose head, co-head, spouse, or sole member is at least sixty-two years of age or who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.
 - c. A near-elderly family is a family whose head, co-head, spouse, or sole member is a least fifty years of age but below the age of sixty-two years.
 - d. A full-time college student of a non-parental/guardian household may be considered a family if the student is of legal age or an emancipated minor under NJ State Law. The student must provide verification to the satisfaction of the Authority. Each college student within a household must provide a written and signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support. The Authority must verify via independent third-party verification, preferably written, all amounts anticipated to be received outside of the family during the 12-month period following admission and the effective date of the annual reexamination. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to the Public Housing Program. The Authority must obtain evidence of separate households by reviewing/verifying the address information that predates the student's application by a minimum of one year. The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their IRS tax return. The Authority must request a copy of the college student's Form 1040EZ, 1040A, or 1040 tax return, as applicable, for the prior year. The Authority may also, if practicable, review the college student's parents' or guardians' tax return. The college student must supply any information the Authority or HUD determines

is necessary in the administration of the Public Housing Program. The Authority must verify, through independent third party, all financial assistance from federal and state grants and/or loans, academic scholarships, and work-study program wages paid directly to the student or the education institution. Amounts shall be counted in the determination of annual income in accordance with HUD regulations and any requirements as specified in appropriations' acts. For the 2005 Appropriations Act, the Authority will deny Public Housing Assistance to persons receiving athletic scholarship assistance for housing costs exceeding \$5,000 annually.

- 2) **Have Income at or below HUD-specified income limits.** HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county. The Authority must also maintain the Public Housing Income Targeting Requirements, as described below. Not less than 40% of the new families admitted into the Program must have incomes at or below 30% of the area median income (extremely-low income) for the appropriate family size, as determined by HUD. In order to achieve the income targeting requirement of not less than 40% of new admissions, families with incomes greater than 30% of the area median income will be temporarily skipped on the waiting list. Once the new admissions in to the Public Housing Program have exceeded the 40% requirement, those families that had been temporarily skipped, with incomes greater than 30% of the area median income, but who still meet the other income criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirement that at least 40% of the new families admitted must have incomes at or below 30% of the area median income. For admission into the Public Housing Program, the Authority may establish and use criteria for selection of residents for units in developments that will produce a mix of incomes in the developments, subject to the above provisions.

A. Other income eligibility criteria for Project 204-1

Since the units of this project were available to lease prior to 1981, the anticipated annual income of not more than 25% of the new families admitted must not exceed 80% of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 25% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

- B. Other income criteria for Projects 204-3 and 204-4** Since the units of these projects were available to lease after 1981, the Authority may permit no more than 15% of the new families admitted to have annual income at or below 80% of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped (as described in paragraph

2 above) will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 15% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

- 3) **Qualify on the basis of citizenship or the eligible immigrant status of family members.** Housing assistance is available only to individuals who are U.S. citizens, U.S. Nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. The Authority will verify the status of applicants at the time other eligibility factors are determined.

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the Authority to request additional documentation of their status, such as a passport. Family members who declare citizenship or national status will not be required to provide additional documentation unless the Authority receives information indicating that an individual's declaration may not be accurate.

Eligible Noncitizens In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with the Authority's efforts to verify their immigration. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. The Authority is not required to verify a family member's ineligible status and is not required to report an individual's unlawful

presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of grievance hearing procedures.

- 4) **Provide social security number information for household members as required.** The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within the 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission. These requirements do not apply to noncitizens who do not contend eligible immigration status. In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit. The Authority must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements.
- 5) **Consent to the Authority's collection and use of the family information as provided for the Authority provided consent forms.** HUD requires each adult family member and the head of household, spouse or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent form as needed to collect information relevant to the family's eligibility and level of assistance. The Authority must deny admissions to the program if any member of the applicant family fails to sign and submit required consent forms.
- 6) **Meet the Applicant Selection Criteria as described in this Policy.**

SCREENING APPLICANTS FOR CRIMINAL ACTIVITY

The Authority will perform criminal background checks and credit checks for all adult household members, 18 years and older. The Authority will also use the Dru Sjodin National Sex Offender

database, and any other State Sex Offender database, and criminal records information from a state or local agency to screen applicants for admission. Additionally, the Authority will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state. If the Authority proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the Authority will notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. The Authority will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the Authority has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

See The Authority's "*One Strike and You're Out*" Policy for Policy regarding prohibited activity resulting in a denial of assistance or termination of household and the Authority's Policy and Procedures governing denials/terminations on the basis of drug-related and other criminal activity.

SCREENING APPLICANTS FOR ADMISSIONS

Applicant families will be evaluated to determine whether, based on their past behavior, such behavior could reasonably be expected to result in non-compliance with the Public Housing Lease. The Authority defines recent conduct to include any conduct within the last five years. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have detrimental effect on the development environment, other tenants, the Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the Authority will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
 - (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - (b) To care for and avoid damaging the unit and common areas;
 - (c) To use facilities and equipment in a reasonable way;
 - (d) To create no health, or safety hazards, and to report maintenance needs;
 - (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) To comply with necessary and reasonable rules and program requirements of HUD and the Authority.

2. How the Authority will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with the Authority's Procedure on Applicant Screening. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the Authority.

(b) The history of applicant conduct, and behavior must demonstrate that the applicant family can reasonably be expected not to:

- (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- (ii) Adversely affect the physical environment or financial stability of the project;
- (iii) Violate the terms and conditions of the lease;
- (iv) Require services from the Authority staff that would alter the fundamental nature of the Authority's program.

(c) The Authority will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

(d) The Authority will complete a credit check and a rental history check on all applicants. Credit ACCU score of more than 73.3 will result in a denial.

(e) Payment of funds owed to the Authority or any other housing authority is part of the screening evaluation. The Authority will reject an applicant for unpaid balances owed to the Authority by the applicant for any program that the Authority operates.

(f) The Authority will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the Authority rejects an applicant on the basis of criminal history, the Authority must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

(g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the Authority may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the

household member is currently engaging in illegal drug use.

(h) The Authority will complete a home visit on all 204-1 applicants that have passed criminal history screening. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.

(i) Housekeeping criteria to be checked shall include, but not be limited to: Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable); Cleanliness in each room; and General care of appliances, fixtures, windows, doors and cabinets. Other lease compliance criteria will also be checked, such as: Evidence of destruction of property; Unauthorized occupants; Evidence of criminal activity; and Conditions inconsistent with application information.

(j) The Authority's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development. The Authority may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection; - The Authority may, if a statute requires that the Authority prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of the Authority's lease.

DENIAL OF ADMISSION

A family that does not meet the eligibility criteria discussed in eligibility screening above must be denied admission. In addition, HUD requires or permits the Authority to deny admission based on certain types of current or past behaviors of family members as discussed in Suitability for Tenancy Screening. The Authority is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the

applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. The Authority will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

HUD requires the Authority to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. However, the Authority will admit an otherwise-eligible family who was evicted from federally assisted housing within the past 3 years for drug-related criminal activity, if the Authority is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the Authority, or the person who committed the crime is no longer living in the household. The Authority determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. Currently engaged in the illegal use of a drug means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member
- The Authority has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, the Authority will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity. The Authority will also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program. Should the Authority's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must deny admission to the family.

Other Reasons for Denial of Admissions

- If any household member is currently engaged in or has engaged in any of the following criminal activities in Violation of the Authority's One Strike Policy.
- An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will

result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- Previous Behavior as discussed in the Section on Screening for Suitability of Tenancy.

REMOVAL FROM WAITING LIST

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

- If there is no response to the Interview Letter within 10 calendar days of the date of the letter.
- If the family misses 2 scheduled interview appointments.
- If an applicant has notified the Authority, in writing, that they are no longer interested in the program.
- Failure to notify the Authority, in writing, of any address changes resulting in non-responsiveness of the applicant.
- The applicant does not meet either the eligibility or suitability criteria for the Program as described this Policy.
- Applicant was clearly advised of a requirement to notify the Authority of continued interest, but has failed to do so.
- The Applicant accepts an offer for Public Housing.

The provisions of this policy are not intended to violate the rights of disabled persons. Persons who fail to respond to the Authority's attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation in accordance with HAGC's *Disability Policy*. In such circumstances the Authority shall reinstate these individuals to their former waiting list positions. The Violence against Women Act of 2013(VAWA) and HUD Regulations prohibit the Authority from denying an applicant admission to the Programs "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions."

All applicants will be notified by letter mailed to their most recent address on file, of the Authority's intention to remove the applicant from the waiting list. The letter further explains the applicant family's right to an informal review, which must be requested by the family, in writing, within 30 calendar days of the date of the letter.

INFORMAL REVIEW PROCEDURES FOR APPLICANTS

The informal review procedures for applicants are more fully described in the Authority's *Grievance Procedures Policy*.

VERIFICATION OF INFORMATION

The Authority will verify all information that is used to establish the family's eligibility and level

of assistance and will obtain written authorization from the family in order to collect the information. If any family member who is required to sign a consent form fails to do so, the Authority will deny admission to the applicant and terminate the lease of the tenant. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The Authority will follow verification guidance issue by HUD as provided in HUD Notice PIH 2010-19 and any subsequent guidance issued by HUD. Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the date they are provided to the Authority. The documents must not be damaged, altered or in any way illegible. Any family self-certifications must be made in a format acceptable to the Authority and must be signed in the presence of an Authority representative or notary public.

The Authority maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. The Authority also maintains a paper file, the purpose of which is to support the electronic file. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the Authority has followed all of the verification policies set forth in this Policy. The Authority will document, in the family file, the following:

- Reported family annual income;
- Value of assets;
- Expenses related to deductions from annual income;
- Other factors influencing the adjusted income or income-based rent determination.

When the PHA is unable to obtain third-party verification, the Authority will document in the family file the reason that third-party verification was not available

Verification Factor	Form of Documentation
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license
Divorced	Copy of certified divorce decree
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members 18 years and older.
Employment Income	The Authority will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: Beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next 12 months.
Self-employment, Gratuities, Seasonal or	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required.

Sporadic	Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding 12 months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next 12 months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next 12 months
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule;
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust instrument" that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next 12 months; income tax forms which itemize medical expenses that are expected to continue over the next 12 months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The Authority will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an

	individual, that person must provide a notarized statement of the amount they are charging the family for their services
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: Attendant Care: • Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments. Auxiliary Apparatus: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
Residency	At least two of the following documents: <ul style="list-style-type: none"> • Utility bill (electric, water, refuse, telephone, cable, or gas) • Checking or savings account statement from a bank or credit union • High school or college report card or transcript containing your address • Lease or rental agreement • Property tax bill, statement or receipt • Letter or official correspondence from IRS or state tax office, or any federal or local government agency • Deed/Title • Mortgage • Insurance Policy • Voters registration Card • Pay Stub • Pension or retirement statement • Court Order • New Jersey Driver's License or ID Card • Military Service Records • Federal/State Tax Return • "In circumstances where the above documentation does not exist, other documents may be deemed acceptable by a supervisor.
Social Security Numbers	The Authority must accept the following documentation as acceptable evidence of the social security number: <ul style="list-style-type: none"> • An original SSN card issued by the Social Security Administration (SSA) • An original SSA-issued document, which contains the name and SSN of the individual • An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual. <p>The Authority may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged</p>
Displacement Status	This verification may be obtained from source of displacement project reported

For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000,

without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

OCCUPANCY STANDARDS

Occupancy standards are established by the Authority to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them under underutilization. The following Standards will determine the number of bedrooms required to accommodate a family of a given size:

<u>Number of Bedrooms</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

Dwellings will be so assigned that, except possibly in the case of infants or very young children, it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family. An unborn child will not be counted as a person in determining unit size. The Authority will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school. Although, the Authority does determine the size of the unit the family qualifies for under these occupancy standards, the Authority does not determine whose shares a bedroom or sleeping room.

The Authority will consider granting exceptions to the occupancy standards at the family's request if the Authority determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances. All requests for exceptions must be submitted in writing. The Authority will not grant any exceptions in violation of local housing or occupancy codes, regulations or law. Exceptions must be supported by the appropriate documentation with requests based on health-related reasons verified by a knowledgeable professional source.

When a family is actually offered a unit, if they no longer qualify for the unit size where they were sub listed, they will be moved to the appropriate sub list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

ASSIGNMENT POLICIES

It is the intention of this Assignment Policy to maximize the use of Public Housing Units and to reduce vacancy loss

1. Once the applicants have been determined eligible by the AHO Department, the AHO

Department shall make offers to eligible applicants generally in the order the files were determined eligible by the AHO Department. The date and time of application function as a tiebreaker for all files received on the same date.

The AHO Department may temporarily skip over applicants determined eligible from the Intake Department for the following reasons:

- To satisfy income targeting requirements,
- Not to exceed 15% or 25% of low-income admissions;
- To fill a mobility impaired unit with an approved applicant needing the particular features of the unit;
- To comply with the Authority's Designation Plan limiting occupancy.
- For an applicant who has not completed the screening process or whose file is not current.

The applicants that were temporarily skipped will be offered an available unit as soon as the particular requirement has been fulfilled. The AHO Department is responsible for monitoring the Income Targeting and other income requirements as specified in this policy.

2. Prospective tenants will be assigned to dwelling units in accordance with the Authority's assignment policy to assure equal opportunity and nondiscrimination on the grounds of race, color, sex, national origin and to avoid segregation.

If there is a suitable vacant unit in more than one location, the applicant shall be offered the unit at the location which contains the largest number of vacancies. If the applicant rejects the first vacancy offered, he/she shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two offers, he/she shall be placed at the bottom of the wait list.

The Authority shall make all such offers in sequence and there must be a rejection of a prior offer before the applicant may be offered the second location.

"Bottom of the waiting list" means that the applicant will be assigned a new date/time, that is the date/time on which the applicant rejected the second offer.

"Location" shall refer to one of the four municipalities in which the Public Housing units are located (i.e. Deptford Township, Monroe Township, Washington Township, and West Deptford Township are each considered a location).

- If there is only one location at which a suitable a vacancy exists, the applicant shall be offered a unit at that location and if he/she rejects such offer, he/she shall be given a second offer of a suitable vacancy as soon as one becomes available. If he/she rejects the second offer he/she shall be moved to the bottom of the waiting list.
- If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list. Examples of

“good cause” for refusal of an offer of housing are:

- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead-based paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant’s disabilities.

3. Prospective tenants will also be assigned to dwelling units in accordance with The Authority’s, “Plan for Designating Deptford Park Apartments (NJ 204-4) and Carino Park Apartments (NJ204-3) for Occupancy by Elderly and Near Elderly/Disabled Households Exclusively HUD Notice PIH 97-12, 3/09/03 and PIH 2002-12, PIH 2005-02”
4. The above assignment provisions will be followed; however, applicants will be offered units within desired municipalities. Applicants will be requested to indicate any municipalities in which they prefer to live on their application form or in writing to the Authority. When units are available, the Affordable Housing Operations staff will first determine the municipality where the vacancy exists, they will then review their pool of eligible applicants for those applicants who expressed a desire to live in that community. Those who expressed such an interest will be offered the unit first, in the order of the date determined eligible by the Affordable Housing Department.

If there are no applicants who expressed a desire to live in the municipality where the vacancy exists or if none of the applicants who did express a desire to live in the municipality where the vacancy exists accepts the offer, then the Affordable Housing Operations staff will make such offers to the remaining pool of eligible applicants, in the order of date/time stamp on the application.

Refusal of the offer will only count as a rejection for those eligible applicants who expressed an interest to live in the specific municipality where the vacancy exists.

5. The Authority shall maintain a record of the vacancies offered, including location, date, and circumstances of each offer and each rejection or acceptance.
6. Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer. Offers and rejections made verbally will be confirmed in writing.
7. The Authority will take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disabilities requires the accessibility feature of

a particular unit. When an accessible unit becomes vacant, before offering such units to a non-disabled applicant the Authority must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under the Authority's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit

RENTS

Family Choice of Rent

Upon admission and usually at the time of the annual reexamination (but in no case less than annually) the Authority shall provide tenants with a choice of options for rent, in accordance with the Quality Housing and Work Responsibilities Act. The choices are an income-based rent or a flat rent.

Those tenants that select the income-based rent shall pay the greatest of (1) 10% of monthly gross income, (2) 30% of monthly adjusted income, or (3) welfare rent (if applicable-Welfare Rent does not apply in this locality).

Those tenants that select the flat rent shall pay a fixed monthly rental amount (not based on the family's income) as determined by the Authority for the particular dwelling unit occupied by the family.

The Authority will provide residents with the amount of the flat rent for the unit and wherever possible, will calculate the income-based rent, or at least provide an estimate, so that the family may make an informed decision.

Determination of Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of Authority's housing units. At least annually, the Authority will determine the flat rent amount for each Public Housing dwelling unit size and type. This will be accomplished through a comparability study that utilizes the Section 8 Rent Reasonableness Database to locate 3 comparable unassisted units for each Public Housing unit size and type in order to determine the reasonable market value of each unit size and type. The flat rent of a unit represents the gross amount of rent (it includes the utility allowance).

The Authority shall maintain records regarding the calculation of the reasonable market value for each Public Housing unit size and type. The data from the market survey is broken down as follows.

- 1) Unit Type (i.e. single family, multiple dwelling, or town house);
- 2) Bedroom Size;
- 3) Census Tract; and

4) Zip Code.

The information obtained for each unit includes items such as contract rent, tenant-supplied utilities, age of unit, and amenities. The gross rent is clearly indicated for each comparable unit.

Information for the market survey is obtained from newspaper and rental advertisements and new listings from landlords. The Authority also makes telephone calls and mails letters to owners participating in the Section 8 Voucher program in order to obtain information such as tenant-supplied utilities that was not included in advertisements.

Financial Hardship

The Authority will switch the family from a flat rent to an income-based rent when the family experiences a financial hardship. A financial hardship shall be considered if the family experiences, and the Authority is able to verify, any one of the following:

- The income of the family has decreased because of the loss or reduction of employment (it is intended that such loss not be voluntary on the part of the family).
- There is a death in the family which results in a loss of income or assistance.
- There is an increase in the family's expenses for medical costs, childcare expenses, transportation, or education.
- Other circumstances that may be determined by the Authority on a case by case basis.

Although the Authority will immediately switch the family's rent choice, such a change shall be subject to verification procedures as determined necessary for the individual circumstances. Should it be determined by the Authority that a financial hardship did not exist, the family's rent will be retroactively switched back to the flat rent.

Minimum Rents

The minimum rent for all Public Housing units shall be \$0.

Treatment of Income Changes Resulting from Welfare Program Requirements

Residents whose welfare assistance is reduced specifically because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement, must not have their rent decreased based on the benefit reduction. This is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits nor a situation where the family has complied with the welfare program requirements but cannot obtain employment.

At the request of the tenant for a reduction in rent, the Authority must process an income reexamination. Only after obtaining written notification from the welfare agency that the family's benefits have been reduced because of noncompliance with an economic self-sufficiency program, a work activities requirement, or because of fraud, must the Authority deny the family's request for a rent reduction.

Affected tenants have the right to administrative review through the Authority's grievance procedure. See the Authority's "Grievance Procedures Policy" as contained in the "Agency Plan".

Public Housing Exemption of Earned Income for Families Who Start Work or Self-Sufficiency Programs

In accordance with the Quality Housing and Work Responsibilities Act, the Authority will not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date on which the employment is commenced. Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred. Eligible families are those that reside in a Public Housing dwelling unit:

- Whose income has increased as result of employment of a family member who was previously unemployed for one or more years. For purposes of this provision, "previously unemployed" shall include a person who has earned, in the previous 12 months, no more than what would be received for 10 hours of work per week for 50 weeks at the established minimum wage;
 - Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or
 - Who is or was, within the last 6 months, assisted under any state program for temporary assistance for needy families (TANF) funded under Part A of Title VI of the Social Security Act, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.
- a. Upon the expiration of the 12-month period described above, and upon continued employment, the rent increase must be phased in, so that the rent payable by the family may not be more than 50% of the total rent increase for an additional 12 months.
- b. The Authority may not limit the number of times a family can benefit from the disallowance of earned income.

As an alternative to the disallowance of earned income described above in paragraph a, of this section or the phase-in of rent increase described in paragraph b of this section, the Authority will provide for individual savings accounts for Public Housing families who pay an income-based rent, in accordance with the following:

- The Authority will inform the family of the savings account option when it becomes eligible for the earned income exclusion/phase-in;
- At the option of the family, the Authority will deposit in the savings account an amount equal to the total amount the otherwise would have been applied to the family's rent payment as a result of employment;
- At the approval of the Authority, amounts deposited in a saving account may be withdrawn of the purpose of: Purchase of a home; Paying education costs of family members; Moving out of public or assisted housing; or Paying any other expense authorized by the Authority for the purpose of promoting the economic self-sufficiency of residents of public housing (generally those items authorized by the Family Self Sufficiency Program).

The Authority will maintain the account in an interest-bearing investment and will credit the family with the interest income. The Authority will provide to the family with an annual report on the status of the account. Any balance in the account is the property of the family when they move out provided, they are in compliance with their lease.

Ceiling Rents

The Authority has determined not to implement ceiling rents for Public Housing units.

Over-Income Families

In accordance with the Housing Opportunity Through Modernization Act of 2016, the Authority establishes the following policies:

After a household's income exceeds 120% of the area median income (AMI) for two consecutive years, the Authority will charge the household rent equal to the greater of the Fair Market Rent (FMR) or the amount of their unit's operating and capital subsidy. The Authority shall implement the HUD published over-income limits by household size for each locality established annually. When the Authority determines that a household's income exceeds the over-income limit during an annual or interim income reexamination, the Authority shall document the household's income in order to compare it with the household's income the following year. If the household's income exceeds the over-income limit one year later, the Authority must notify the household in writing that, if their income still exceeds the over-income limit 12 months later, the household will be subject to the Authority's over-income policy. The over-income Policy shall not apply if an over-income household's income falls below the over-income limit before the two-year mark.

UTILITY ALLOWANCE SCHEDULES

The Authority shall maintain utility allowance schedules by unit type and bedroom size for the tenant supplied utilities of each Public Housing dwelling unit, in accordance with Federal Laws and Regulations.

TRANSFERS

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. A transfer list will be maintained which shall include the date in which the need for a transfer was evidenced by the Authority, number of persons in the unit and unit size.

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are mandatory when the Authority determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood.

(b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions. Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the Authority (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

(c) Category 2 Administrative transfers correct serious occupancy standards problems. These transfers will take priority over new admissions. Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions.

Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by the Authority. Transfers requested or required by the Authority, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by the Authority.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship resident or other undesirable conditions as determined by the Executive Director or designee. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years: • have not engaged in criminal activity that threatens the health and safety of residents and staff; • do not owe back rent or other charges, or evidence a pattern of late payment; • meet reasonable housekeeping standards and have no housekeeping lease violations; and • can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

COMMUNITY SERVICE REQUIREMENTS

The Authority will maintain a policy to implement the community service requirements in

accordance with Federal Laws and Regulations. Please refer to the “*Community Service Plan*” as contained in the “*Agency Plan*”.

LEASING OF DWELLING UNITS

1. All units must be occupied pursuant to a lease that complies with HUD’s regulations. A lease agreement shall be for a term of 12 months and is automatically renewable, except for noncompliance with the community service requirements.
2. The lease shall be signed by all adult members of the household and the Executive Director or his designee prior to the family's admission. A copy of the lease is to be given to the tenant and the original is to be retained in the Tenant's file. Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to Authority assistance.
3. If a tenant family transfers from one dwelling unit to another, a new lease shall be executed for the new dwelling to be occupied.
4. If, through any cause, a signer of the lease ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by the remaining adult members of the family who can qualify as a lessee provided such persons meet the Program requirements and provided the family is otherwise eligible for continued occupancy.
5. The Authority may modify its lease from time to time. However, the Authority must give tenants at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The Authority must also consider any comments before formally adopting a new lease. The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30-day timeframe, the family’s tenancy will be terminated for other good cause.

During the tenure of a Lease Agreement, changes in rent will be made by proper, written notice to the tenant.

Showing Units Prior to Leasing

1. When offering units, the Authority will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a “good cause” determination.
3. No lease will have an effective date before the unit is ready for occupancy.

REGULAR REEXAMINATIONS

1. The Authority will complete an annual reexamination of all tenants who choose to pay income-based rent. Approximately 4 months prior to resident's effective reexamination date, the Authority will send a notice informing the resident of their effective date for reexamination and an appointment date/time which the resident must attend. This notice also reminds the resident to bring all necessary documentation for income verification and changes in the family composition to that appointment. Generally, the Authority will schedule annual reexaminations to coincide with the family's anniversary date. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Authority to request a reasonable accommodation. If the family is unable to attend a scheduled interview, the family should contact the Authority in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview the Authority will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without Authority approval, the family will be in violation of their lease.
2. At the time of the reexamination, as requested by the Authority, the tenant must furnish such accurate information to the Authority, regarding family composition, employment and family income as may be necessary to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size. Such verification may include, but is not limited to, earning reports from employers, certified copies of State and Federal Income Tax Returns of any member of the household, W-2 Forms, etc.
3. If the tenant does not supply the requested documents to complete the annual reexamination, a notice will be sent to the tenant giving the tenant (10) calendar days to provide the requested information in accordance with the lease. The notice should also inform the tenant that failure to provide the requested information may result in termination of the lease. If the tenant fails to respond within (10) calendar days, eviction proceedings will begin.
4. The length of time from date of admission to date of first reexamination may not exceed (12) months according to current Federal regulations for those tenants who are paying an income-based rent. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled reexamination may be conducted in a period of less than 12 months.
5. Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process. At the annual reexamination, the Authority will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state.
6. For families who include nonexempt individuals, the Authority must determine compliance with community service requirements once each 12 months
7. Each tenant family is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the reexamination, and the corrective action to be taken. For those tenants who choose the flat rent option, they will be required to have their reexaminations performed no less than every 3 years, rather than every year.

8. If a delay in processing was caused by the family, then any increase in rent will be back-charged to the effective date of the anniversary (the regular annual reexamination date). The tenant will still receive written notice of the rent increase. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the Authority by the date specified and this delay prevents the Authority from completing the reexamination as scheduled.

9. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. The family must complete a Zero Income Checklist and provide all necessary documentation.

10. Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

11. Verified information will be analyzed and a determination made with respect to: (i) Eligibility of the resident as a family or as the remaining member of a family; (ii) Unit size required for the family (using the Occupancy Guidelines); and (iii) Rent the family should pay.

12. Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

INTERIM REEXAMINATIONS

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates). The Authority will conduct interim reexaminations in the following situations:

- There is change in family composition.
- The family's anticipated annual income is believed to have decreased or increased.

The Authority will perform the interim reexaminations within a reasonable time, approximately 30 calendar days, after the family's request. The effective date of the rent change will be the 1st of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, it will be effective the 1st of the month after which the family has received 30 calendar days' notice of such increase.

All participant families are required to report all changes of family composition and all changes in source of income to the Authority, in writing, within 14 calendar days after they occur, even if they would not result in an interim reexamination. Failure of families to report required changes

in grounds for termination from the Program and is a violation of the lease which would result in eviction.

The Authority will note in the participants' files cases where it appears as if there are patterns of abuse with respect to income changes (i.e. quitting a job immediately prior to a reexamination and starting a job immediately after the tenant rent has been determined) and take actions as determined necessary on a case by case basis.

Any information reported by the participant families that was not required to be reported, will not be processed until the family's next annual reexamination.

All interim reexaminations are subject to the provisions of, "RENTS", as indicated above.

Verification procedures for interim reexaminations are the same as annual reexaminations, except that only the changes need to be verified. Only the paperwork related to the information that changes must be signed by the tenant and the Authority, as appropriate.

There may be certain cases when a participant family experiences a temporary decrease in income (such as those instances when a wage earner becomes temporarily disabled or temporarily unemployed). For such cases, the Authority will perform an interim reexamination based on the current circumstances, which may temporarily reduce the tenant's rent, even to \$0 in some cases. When the income of such participant family stabilizes, another interim reexamination will be performed to adjust the tenant's rent, which will most likely be an increase.

SPECIAL REEXAMINATION OF TENANTS

1. If it is not possible at the time of admission or regular reexamination of a tenant family to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent is to be made and a special reexamination scheduled within 30, 60 or 90 days, depending upon the family's circumstances. The tenant is to be notified in writing of the date of the special reexamination.
2. If annual family income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate. If a reasonable anticipation of annual family income cannot be made, another special reexamination is to be scheduled.

ADDITIONS TO HOUSEHOLD AND GUESTS

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, the Authority will conduct pre-admission screening of any proposed new adult member to determine whether the Authority will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process although the resident still needs prior permission from the Authority to add children other than those born to, adopted by or awarded by the court to the family. Examples of situations where the addition of a family or household member is subject to screening are: • Resident plans to be married and requests to add the new spouse to the lease; • Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available; • A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

3. Residents who fail to notify the Authority of additions to the household or who permit persons to join the household without undergoing screening are violations of the lease. Persons added without Authority approval will be considered unauthorized occupants and the entire household will be subject to eviction.

4. Visitors may be permitted in a dwelling unit overnight no more than 14 calendar days in a year so long as they have no previous history of behavior on Authority premises that would be a lease violation. • Visits of less than three days need not be reported to or approved by the Manager. Visits of more than 14 calendar days shall be authorized only by the Executive Director or his/her designee with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

5. Roomers (Boarders) and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

6. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations on guests as described above. The family must provide the Authority with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

INSPECTIONS

HUD regulations require the Authority to inspect each dwelling unit prior to move-in, at move-out, and at least annually during occupancy. In addition, the Authority may require additional inspections, in accordance with Authority Policy.

Move-In Inspection – An authorized representative of the Authority and an adult member of the family will inspect the unit prior to occupancy. Both parties shall sign the completed inspection form, which indicates the condition of the unit. A copy of the signed inspection will be given to

the family and the original will be placed in the tenant file.

Regular Inspection – Section 6(f)(3) of the United States Housing Act of 1937 requires that Housing Authorities inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. The Authority shall continue using the Uniform Physical Condition Standards (UPCS) in *24 CFR Part 5, Subpart G, Physical Condition Standards and Inspection Requirements*, to conduct annual inspections. These standards address the inspection of the site area, building systems and components, and dwelling units. Copies of the inspection are contained in the tenant file.

Move-Out Inspection – An authorized representative of the Authority shall conduct a move-out inspection once the tenant has returned the keys to the unit and, therefore, no longer has possession of the unit. When possible, the tenant is notified of the inspection and is invited to be present. This inspection becomes the basis for any claims against the security deposit. The Authority must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

Special Inspections – The Authority may conduct a special inspection for any of the following reasons: Housekeeping; Unit condition; Suspected lease violation; Preventive maintenance; Routine maintenance; There is reasonable cause to believe an emergency exists. An authorized representative of the Authority shall conduct an inspection of a unit on an as-needed basis, in accordance with the lease provisions.

Notice and Scheduling of Inspections shall be in accordance with the Lease Agreement. For non-emergency entries, the Authority may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the Authority's entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification. For Emergency entries the Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, the Authority must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

FAMILY BREAKUP

Except under the following conditions, the Authority has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the Authority must ensure that the victim retains assistance.
- If a court determines the disposition of property between members of the assisted family, the Authority is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the

new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit. If a court determines the disposition of property between members of an applicant or resident family, the Authority will abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, the Authority will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the Authority will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides proper document(4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

ABSENT FAMILY MEMBERS

Generally, an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students: When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the Authority indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care: Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the Authority will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.

Absent Head, Spouse, or Cohead: An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons: If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. The Authority will seek verification of permanent confinement.

Verification of Absences: The Authority may verify family occupancy or absences, through letters to the family's unit, phone calls, home visits, or through questions to neighbors, as determined

necessary.

Return of Permanently Absent Family Member: The family must request The Authority's approval for the return of any adult family members that the Authority has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this Policy.

LEASE TERMINATION PROCEDURES

1. General Policy: Lease Termination No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.
2. Notice Requirements -No resident shall be given a Notice of Lease Termination without being told by Authority in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure and be given the opportunity to make such a reply as he/she may wish. Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees; and any drug-related criminal activity Notices of lease termination may be served personally or posted on the apartment door. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.
3. Recordkeeping Requirements- A written record of every termination and/or eviction shall be maintained by the Authority, and shall contain the following information: • Name of resident, race and ethnicity, number and identification of unit occupied; • Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently; • Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail; • Date and method of notifying resident; and • Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
4. No eviction action shall be instituted, nor court costs or legal fees be assessed until after the notice period has expired or a Grievance Hearing has been completed, where such notice period or grievance hearings are applicable.
5. Voluntary Terminations- If a family desires to move and terminate their tenancy with the Authority, they must give at least 30 calendar days advance written notice to the Authority of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control the Authority, at its discretion, may waive the 30-day requirement. The notice of lease termination must be signed by the head of household, spouse, or co-head.
6. Mandatory Terminations- HUD requires mandatory termination of the lease for certain actions or inactions of the family. Such actions include:
 - If any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

- If (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the Authority has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated
 - If a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.
 - If the family fails to accept the Authority's offer of a lease revision to an existing lease, provided the Authority has amended the Lease in accordance with 24 CFR 966.3
 - If the Authority determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.
 - If the Authority discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001.
 - If the family fails to comply with the community service requirements.
 - Following the death of the sole family member.
7. Terminations based on Criminal Activity- The Authority will implement its *One Strike You're Out Policy* regarding terminations based on criminal and drug-related criminal activity.
8. Terminations based on Drug and Alcohol Use - The Authority will terminate the lease when the Authority determines that a household member is illegally using a drug or the Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months. The Authority will terminate the lease if the Authority determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months. The Authority will terminate the lease if the Authority determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
9. Terminations based on Serious or Repeated Violations of Material Terms of the Lease- The Authority will terminate the lease for the following violations of tenant obligations under the lease:
- Failure to make payments due under the lease, including nonpayment of rent.
 - Repeated late payment of rent or other charges. Four late payments within a 12-month

period shall constitute a repeated late payment.

- Failure to fulfill the following household obligations:
 - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
 - Not to provide accommodations for boarders or lodgers
 - To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose
 - To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease
 - To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety
 - To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition
 - To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner
 - To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators
 - To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project
 - To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest
 - To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

10. Terminations Based on Other Good Cause- The Authority will terminate the lease for the following reasons.

- Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.
- Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
- Discovery of facts after admission to the program that would have made the tenant ineligible

- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Authority that such a dwelling unit is available
- Failure to permit access to the unit by the Authority after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
- Failure to promptly inform the Authority of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 14 days of the event.
- Failure to abide by the provisions of the Authority pet policy
- If the family has breached the terms of a repayment agreement entered into with the Authority
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward Authority personnel. Abusive or violent behavior towards Authority personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

ABANDONMENT

The Authority will consider a unit to be abandoned in accordance with State law.

RETURN OF SECURITY DEPOSIT

After a family moves out, the Authority will return the security deposit, plus all accrued interest, within 30 days of the family vacating the unit or give the family a written statement of why all or part of the security deposit is being kept, in accordance with State law.

GRIEVANCE PROCEDURES

Grievance procedures shall be applicable to most individual disputes, with certain exceptions, which a tenant may have with respect to Authority action or failure to act in accordance with the tenant's lease or regulations. *Please refer to the Grievance Procedures.*

PET POLICY

The Authority shall maintain a “Pet Policy” in accordance with applicable Federal and State law.

NON-RENTAL CHARGES

The Authority shall establish non-rental charges and periodically update such charges as necessary. Such charges include excess utility charges, charges for damages, and fees for late payment of rent, legal fees, and court costs.

RENT COLLECTION POLICY

The Authority shall establish a *Rent Collection Policy*.

HOUSE RULES

The Authority shall establish reasonable house rules, as contained in the “Memorandum of Understanding” which is an addendum to the lease.

ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who are in compliance with the Authority’s community service requirements.

REPAYMENT AGREEMENTS

Families are required to reimburse the Authority if they were charged less rent than required by HUD’s rent formula due to the tenant’s underreporting or failure to report income. The family is required to reimburse the Authority for the difference between the tenant rent that should have been paid and the tenant rent that was charged. The Authority must determine retroactive rent amount as far back as the Authority has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the Authority may proceed with Lease termination. All repayment agreements must be in writing, dated, signed by both the family and the Authority, include the total retroactive rent amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case by case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by a department Supervisor. If the participant family receives a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities, the Authority may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes the Authority under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to the Authority will be pursued.

DEFINITION OF TERMS

ADJUSTED ANNUAL INCOME

Adjusted Annual Income is annual gross income after deductions for specific allowances, on which

the tenant rent is based.

ANNUAL INCOME

Annual Income shall be calculated in accordance with *24 CFR 5.609*.

APPLICANT (APPLICANT FAMILY)

A person or a family that has applied for admission to a program but is not yet a participant in the program.

CHILD CARE EXPENSES

Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to seek employment, or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

DEPENDENT

A member of the Family Household (excluding foster children, foster adults and Live-in-Aide) other than the Family head or spouse, who is under 18 years of age or is a Disabled Person or is a Full-time student. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the Authority will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation

MEDICAL EXPENSE DEDUCTION

A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable. a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income. b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph "Work Related Disability Expenses"

ELDERLY/DISABLED HOUSEHOLD EXEMPTION

An exemption of \$400 per household.

DISABLED FAMILY

A family whose head co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

A person who is disabled is defined in Section 223 of the Social Security Act, or in Section 102(5) of the Development Disabilities Services & Facilities Construction Amendment of 1970. (42 U.S.C. 423 and 42 U.S.C. 2691 (1) respectively).

Section 223 of the Social Security Act defines disability as:

- a)** Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or
- b)** In the case of an individual who has reached age 55 and is blind (within the meaning of "Blindness" as defined in Section 416(i)(1) of the title. Inability, by reason such blindness, to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

.....a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required by mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to that individual.

DISPLACED FAMILY

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with a live-in aide.

EXTREMELY LOW-INCOME FAMILY

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 30% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually

high or low family income.

FAMILY

Family includes but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status,

- (1) A family with or without children (the temporary absence, not to exceed 6 months) of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family; and
- (6) The remaining member of a tenant family.

FULL-TIME STUDENT

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school, as well as an institution offering a college diploma.

FOSTER CHILDREN AND FOSTER ADULTS

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

GUEST

A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near the Authority premises. A guest can remain in the unit no longer than 14 days in a 12-month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. Former residents who have been evicted are not permitted as overnight guests. Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

HEAD OF HOUSEHOLD

The adult family member who is head of household for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

HOUSEHOLD

Household is a broader term than family that includes additional people who, with the Authority's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

INELIGIBLE NONCITIZENS

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

LIVE-IN AIDE

A Live-in Aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- (1) Is determined to be essential to the care and well-being of the persons;
- (2) Is not obligated for the support of the persons; and
- (3) Would not be living in the unit except to provide the necessary supportive services.

A health care provider must document the need for a live-in aide. Accordingly, the Authority will seek a Verification in accordance with the *Disability Policy*. Live-in aides will be verified at intake and during the participant's reexamination so long as a live-in aide is needed.

Once the participant is determined to be eligible for a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by conducting a background /criminal check. the Authority may disapprove a particular person as a live-in aide if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Once the particular aide is deemed eligible, the Authority will require the family to complete a

live-in aide certification form.

LOWER INCOME FAMILY

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.

MIXED FAMILIES

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. -alien also applies to the alien spouse and minor children of the alien student.

MONTHLY ADJUSTED INCOME

One twelfth (1/12) of Adjusted Income.

MONTHLY INCOME

One twelfth (1/12) of Annual Income.

NEAR-ELDERLY FAMILY

A near-elderly family means a family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age, but below the age of 62; or two or more persons, who are at least 50 years of age, but below the age of 62; living together; or one or more persons who are at least 50 years of age, but below the age of 62 living with one or more live-in aides.

NET FAMILY ASSETS

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.)

The determination of Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less consideration not measurable in dollar terms.

PUBLIC HOUSING AGENCY (PHA)

Any State, county, municipality or other governmental entity or public body (or agency or

instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

SERVICEMAN

A person currently in the active military or naval service of the United States.

SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both. Spouse means the marriage partner of the head of household. A cohead is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead. Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

TENANT RENT

The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowances.

TOTAL TENANT PAYMENT

The monthly amount calculated in accordance with federal regulations Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

- a. 30 percent of monthly Income; or
- b. 10 percent of Monthly Income; or
- c. If the Family received Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs is specifically designated by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage; or
- d. Flat rent, if chosen by the family.

UTILITIES

Water, electricity, gas other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television service are not included as a utility.

UTILITY ALLOWANCE

If the cost of utilities (except telephone) and other essential housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by the Authority or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of safe, sanitary and healthful living.

UTILITY REIMBURSEMENT

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

VERY LOW-INCOME FAMILY

A Lower Income Family whose Annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN

A person who has served in the active military service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, and the Commissioned Corps of the United States Public Health Service) and who has been discharged or released from such service under honorable circumstances.

WELFARE ASSISTANCE

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

WORK-RELATED DISABILITY EXPENSES

A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned. b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

EXHIBIT 1

STATEMENT CONCERNING DECONCENTRATION OF POVERTY IN PUBLIC HOUSING UNITS OPERATED BY THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

The Housing Authority of Gloucester County has, since its inception in 1972, followed a philosophy in the provision of subsidized housing which concentrates the elderly in multifamily settings so that services can be provided economically and deconcentrates families so that their housing is “invisible” to the community. This philosophy was formalized by the Board of Commissioners in February, 1999.

The Housing Authority of Gloucester County operates public housing funded in three increments: NJ204-1, 3 and 4. NJ204-1 consists of 62 scattered site single family two, three, and four bedroom homes. The homes were acquired in the early 1980s through the public housing acquisition without rehabilitation program. These homes are widely scattered throughout the County as shown on the attached map, which was reproduced using HUD’s 2020 software. The homes were constructed from the 1930s to the 1970s. No two units are identical. They are located in middle income neighborhoods where nearly all households have income from employment. The neighborhoods where the NJ204-1 units are located do not have concentration of poverty. Only two of the houses are located in neighborhoods where minority families predominate.

NJ204-3, Carino Park Apartments, is located in downtown Williamstown. There are 100 one-bedroom units for the elderly and near elderly. The residents include some younger disabled households. It is next door to City Hall, the Policy Department, and the Fire Department. It is one block from the main commercial area of Williamstown. There is a mixture of rental housing and homeowners in the vicinity. There are minority families in the surrounding area, but they do not predominate.

NJ204-4, Deptford Park Apartments, is located in the center of Deptford Township. There are 100 one-bedroom units for the elderly. The residents include some younger disabled households. It is within one block of the Township Hall and Police Department. The Deptford Fire Department Administrative Office is next to the property. Commercial properties are located on the major thoroughfares close to Deptford Park. Much of the remaining property is occupied by single-family middle-income homeowners. The area is predominately non-minority.

The following are relevant statistics developed using HUD’s 2020 software:

204-1	Census Tract
Average Income: \$18,326	\$39,387 (County)
% Minority: 31.1%	11.8% (County)
204-3	
Average Income: \$ 8,903	\$32,433
% Minority: 20.8%	13.2%
204-4	

Average Income:	\$ 9,580	\$33,750
% Minority:	19.2%	9.8%

The public housing units designed for occupancy by families with children were selected to avoid placing public housing families in areas of low income and minority concentration. The neighborhoods surrounding the units acquired in the 1980s have remained middle income neighborhoods. It is the intent of the Housing Authority of Gloucester County to operate its Public Housing Program as it has been operated for the past 20 years. The Housing Authority will review the statistics regarding the census tracts in which the public housing units are located annually in connection with the development of the Annual Plan. If any changes in the surrounding neighborhoods are detected, the Housing Authority will consider a relevant change in policy at that time.

EXHIBIT 2

The following information shall be made available for all persons to review, upon request. Interested parties may contact the Authority at 853-1190 to review such information which includes the following:

1. The Agency Plan;
2. The Public Housing Admissions and Continued Occupancy Plan;
3. A listing of developments and scattered sites by name, address, number of units, units designed with special accommodations, office locations and hours, telephone numbers, and resident facilities, as applicable;
4. Current income limits for admission into the Program;
5. Excess utility charges;
6. Utility allowance schedule;
7. Schedule of maintenance charges;
8. Dwelling lease and all addendums; and
9. The Authority's Grievance Procedures.

The Authority shall post this notice in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities at the following locations:

- ❖ **The Housing Authority of Gloucester County** – Main Office – 856-853-1190
100 Pop Moylan Blvd., Deptford, New Jersey 08096
- ❖ **Carino Park Apartments** – 856-728-4156
100 Chestnut Street, Williamstown, New Jersey 08094
- ❖ **Deptford Park Apartments** - 856-848-2882
120 Pop Moylan Blvd., Deptford, New Jersey 08096

EXHIBIT 3
RENT COLLECTION POLICY

1. All rent is due in advance on or before the first (1st) of each month.
2. Rent not paid by the first (1st) of the month shall be considered delinquent.
3. The tenant shall be given a fourteen (14) day notice. This notice shall require the tenant to pay the rent in full or give up possession of the unit within fourteen (14) days. This notice can be sent at any time of the month at the discretion of the Executive Director, or his designee. If, after fourteen (14) days, tenant has neither vacated nor paid his/her delinquent rent in full, the Housing Authority's attorney will be notified to file through the court for possession of the unit. No further notice will be sent to the tenant.
4. If rent is not paid in full by the thirteenth (13th) day of the month, a late fee of \$13 shall be assessed.
5. Once the attorney has filed for possession, the court action can be stopped only with the approval of the Executive Director.
6. No partial payments will be accepted unless the tenant has first met with the Executive Director or his designee before the thirteenth (13th) day of the month and given an acceptable reason as to why rent cannot be paid on time or in full and agreed in writing to a reasonable method for the timely payment of the rent.
7. A tenant referred to court for a third (3rd) time within a twelve (12) month period under this policy is to be considered a "chronic delinquent" and the attorney is to be instructed to file for possession because of the chronic delinquency. If possession of the unit is granted by the court, the tenant will not be afforded the opportunity to pay the delinquent rent as a condition to stop the eviction. The Authority shall evict the tenant because of the chronic delinquency; and, if the delinquent rent is not paid, take other legal action to collect said delinquency.
8. The Authority shall accept rent payments in the form of cash, check, or money order. Should a tenant present a check to Authority that is returned for non-sufficient funds, the Authority will no longer accept payments in the form of a check from said tenant. If after three (3) years, the tenant has never paid their rent late, the Authority shall consider reinstating check-writing privileges to the said tenant upon the written request of the tenant. The tenant will be required to provide bank statements to the Authority for the past three (3) years as proof that the tenant does not have any history of presenting check(s) for payment without proper funds.

EXHIBIT 4

PLAN FOR DESIGNATING DEPTFORD PARK APARTMENTS (NJ 204-4) AND CARINO PARK APARTMENTS (NJ 204-3) FOR OCCUPANCY BY ELDERLY HOUSEHOLDS & NEAR-ELDERLY DISABLED HOUSEHOLDS EXCLUSIVELY HUD NOTICES PIH 97-12, 2002-12 AND 2005-2

2007 THROUGH 2009

BACKGROUND: Gloucester County is located within the Philadelphia Metropolitan Statistical Area. Although it is part of a highly urbanized MSA, many parts of the County remain rural and small-town in character. Residents feel strong ties to particular geographic communities within the County.

Gloucester County is approximately 328 square miles in area. Most of the population resides in communities in the Northern part of the County. There are approximately 17 miles between the Housing Authority administrative offices in Deptford, located in the Northern part of the County, and Carino Park Apartments in Williamstown, located in the Southern part of the County.

The original designation plan was in effect March 1997 through 2003. HUD approved a renewal of the plan through 2005. HAGC is requesting an extension of the previous plan through 2007.

EXISTING HOUSING RESOURCES: The Housing Authority of Gloucester County operates the following subsidized or affordable housing programs:

1. Public Housing

- A. Scattered sites NJ 204-1 - 62 units of 2, 3, and 4 bedroom single family units scattered throughout the County that are open to occupancy by all very low income households, including elderly and disabled.
- B. Carino Park Apartments NJ 204-3 - 100 units of 1 bedroom apartments located in the Southern part of the County that are available for occupancy by elderly, near elderly and disabled households.
- C. Deptford Park Apartments NJ 204-4 - 100 units of 1 bedroom apartments located in the Northern part of the County that are available for occupancy by elderly and disabled households.

2. Colonial Park Apartments, Section 8 New Construction Program - 200 units of 1 bedroom apartments located in the Northern part of the County that are available for occupancy by elderly households.

1. Expanded Housing Opportunity Program - 12 units of 3 and 4 bedroom single family units located primarily in the Northern part of the County available for occupancy by low income households, including the elderly and disabled, at affordable rents.

4. Section 8 Housing Choice Voucher Program - 1676 vouchers available to extremely-

low and very-low income households, including the elderly and disabled. Participants are selected from the waiting list without regard to bedroom size required. Units scattered throughout the County.

5. **Section 8 Moderate Rehabilitation Housing Program** - 23 certificates of participation for a particular dwelling unit. The Landlord and Authority have entered into Housing Assistance Payments contracts for specific units in particular buildings. The Moderate Rehabilitation units are available to extremely-low and very-low income households, including the elderly and disabled. Most Landlord contracts with the Authority have expired (approximately 200) and tenants have been issued Housing Choice Vouchers. The Authority is providing Landlords with the opportunity to extend their expired contracts in accordance with Federal Regulations and HUD guidance. The remaining Moderate Rehabilitation units are located in the Northern part of the County.
6. **Nancy J. Elkins Seniors Housing** - 80 one bedroom units in the Northern part of the County available for occupancy at affordable rents by elderly households whose incomes do not exceed 60% of the median for the County.
7. **Section 8 Housing Choice Voucher Program Designated for Housing Preferences** – A total of 145 Vouchers for non-elderly disabled households for which funding was announced by HUD on September 24, 1997. 125 of these Vouchers were awarded as part of HUD NOFA FR-4207-01, Establishment of Preferences at Certain Section 8 Developments. 20 additional Vouchers have been designated for non-elderly disabled households through Fair Share Voucher allocations in 2000 and 2001. These 145 Vouchers are available to non-elderly disabled, extremely-low and very-low income households. Participants are selected from the waiting list without regard to bedroom size. The Voucher units are scattered throughout the County.

CONSOLIDATED PLAN: The 2000 - 2005 Consolidated Plan adopted by Gloucester County states that 43% of the elderly, owner occupied households and 46% of the elderly, renter occupied households are cost burdened by paying greater than 30% of income for shelter. A total of 10,562 lower income households are elderly, comprising 67.4% of all elderly households. Thus, the elderly are clearly a segment of the County's population needing targeted housing assistance.

The developmentally disabled, physically disabled and persons with AIDS in need of supportive housing, according to the County's Consolidated Plan, are approximately 4,700. The estimates were made using data from studies performed by the State and other advocacy groups.

FAIR HOUSING: The population of Gloucester County is approximately 90% non-minority and 10% minority. Approximately 16% of the very low-income households in Gloucester County are minority.

Deptford Park and Carino Park were first occupied in the mid-1980s. They have always been open to and occupied by all racial/ethnic groups residing in the County. Deptford Park residents are 26 % minority and Carino Park residents are 19% minority at the time this Plan was written. The Housing Authority waiting lists for all programs for 1-bedroom units contains 55.4% non-minority and 44.6% minority applicants.

It appears that continuing the designation of Deptford Park and Carino Park for elderly and disabled near-elderly exclusively will not change the racial demographics of the buildings.

ACCESSIBLE HOUSING RESOURCES: The Housing Authority committed to HUD in its application for Vouchers designated for the non-elderly disabled to provide assistance to disabled applicants in locating units accessible to them. The Gloucester County Offices of the Disabled and Community Development committed to aiding in this effort by locating funding for landlords willing to modify their units to make them accessible. The Housing Authority has employed a staff person who is designated to provide this assistance to the non-elderly disabled and to the landlords.

DESIGNATION POLICY: The Board of Commissioners of the Housing Authority of Gloucester County amended the Admissions and Continued Occupancy Policy for its Public Housing Program to incorporate this Plan in 2003. Admission to 100% of the units at Deptford Park Apartments, NJ 204-4, is restricted to elderly and near-elderly disabled households. Admission to 100% of the units at Carino Park Apartments, NJ 204-3, is restricted to elderly and near-elderly disabled households. An elderly household is one whose head or spouse is 62 years of age or older. A near-elderly disabled household is one whose head or spouse is between the ages of 50 and 62 years and the head or spouse is disabled.

Any current resident of Deptford Park or Carino Park who does not meet the age-based and/or disability admission criteria may continue to reside in their unit as long as they meet their obligations under the lease and any other criteria imposed by the Admissions and Continued Occupancy Policy. Those non-elderly disabled tenants residing in Deptford Park and Carino Park who wish to apply for the 145 Vouchers set aside for the non-elderly disabled may do so. Their application will be treated as any other. They will be housed in the order established in the Section 8 Administrative Plan and will receive no preference for these Vouchers as a result of their residency in Deptford Park or Carino Park. Please refer to the chart below summarizing the designation.

Development Name	Development Number	Total # Units in Project	Total # Units Designated
Carino Park Apts.	NJ 204-003	100 - 1Bedroom	100 - 1 Bedroom Designated to elderly and near elderly disabled
Deptford Park Apts.	NJ 204-004	100 - 1Bedroom	100 - 1 Bedroom Designated to elderly and near elderly disabled

CERTIFICATION: The Housing Authority of Gloucester County certifies there are no unanticipated adverse impacts on the Housing Resources for the groups not being served due to the designation

Exhibit 5

Housing Authority of Gloucester County

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability:

This Violence Against Women Act Policy implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with *24 CFR Part 5, Subpart L*, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of *24 CFR parts 200, 247, 880, 882, 883, 884, 886 and 891*, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices

II. Goals and Objectives:

This policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing the Authority's properties and programs, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by the Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- D. Cooperating, with others, information and maintenance of collaborative arrangements between the Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by the Authority; and
- E. Responding in accordance with the Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by the Authority.

III. Definitions:

The Authority shall implement all definitions as established in *24 CFR 5.2003*

IV. Admissions and Screening

Non-Denial of Assistance. The Authority will not deny admission an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is other qualified for admissions. Further, the Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with the Authority solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

V. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, specific protections, which will be observed by the Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, the Authority shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

ii. Nothing contained in this paragraph shall be construed to limit the Authority’s ability to evict or terminate from assistance any tenant or lawful applicant if the Authority as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, the Authority must

have objective evidence of words, gestures, action or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by the Authority only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

B. Removal of Perpetrator. Further, notwithstanding the above or Federal, State or local law to the contrary, the Authority, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Authority. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance

VI. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. By completing a HUD-approved form;
2. Other documentation - by providing to the Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury;
3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

The Authority may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct results of the applicant or tenant being a having been a victim.

B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Authority to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. The Authority may grant an extension during which no adverse action can be taken. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Acceptance of Verbal Statement. The Authority may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or his/her designee and generally in such cases where the Authority is otherwise aware of the abused and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalk and in the information in one person's documentation conflicts with the information in another person documentation or submitted documentation contains information that conflicts with existing information already available to the Authority. When eviction or terminating one household member, the Authority shall follow family break up policies and the *Authority's Grievance Procedures Policy*.

VII. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in eviction proceeding or in connection with termination of assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. The Authority shall provide notice of Occupancy Rights (HUD 5380) and the Certification of Domestic Violence Form (HUD 5382) at the following times: To applicants with denial of assistance; At move in; With notice of eviction or termination of assistance; To each household during the annual recertification; any other time when HUD-5382 is supplied.

VIII. Court Orders/Family Break-up

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

X. Relationships with Service Providers

It is the policy of the Authority to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the Authority staff becomes aware that an individual assisted by the Authority is a victim of domestic violence, dating violence or stalking, the Authority will refer the victim to such providers of shelter or services as appropriate.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ The Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of The Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether The Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Authority's federally assisted housing programs are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at *24 CFR part 5, subpart L* is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Priority For Tenants/Applicants who Qualify for Internal and External Transfers

The Authority does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify The Authority's management office and submit a written request for a transfer within the Authority. The Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The Authority shall retain records of all emergency transfer requests and their outcomes for three years or for a period of time as specified in the program regulations.

Confidentiality

The Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Information shall not be entered into shared databases. *See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about The Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. The Authority will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, the Authority has no safe and available units for which a tenant who

needs an emergency transfer is eligible, the Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an “External Emergency Transfer”, meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant’s request, the Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
www.centerffs.org
serv@centerffs.org
1-866-295-SERV (7378)
PO Box 566
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**
www.nj.gov/dcf/women/domestic
1-855-INFO-DCF (463-6323)
PO Box 729
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**

1-856-379-2200
101 S 5th Street, 2nd Floor
Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**
1-800-572-SAFE (7233)

DRAFT

NOTICE OF OCCUPANCY RIGHTS
UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and
Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

The Housing Authority of Gloucester County
Notice of Occupancy Rights under the Violence Against Women Act

1

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The Housing Authority of Gloucester County (HAGC/The Authority) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance with The Housing Authority of Gloucester County, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance with The Housing Authority of Gloucester County you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status

not be denied rental assistance or occupancy rights with The Housing Authority of Gloucester County solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The Housing Authority of Gloucester County may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If The Housing Authority of Gloucester County chooses to remove the abuser or perpetrator, The Housing Authority of Gloucester County may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, The Housing Authority of Gloucester County must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, The Housing Authority of Gloucester County must follow Federal, State, and local eviction procedures. In order to divide a lease, The Housing Authority of Gloucester County may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, The Housing Authority of Gloucester County may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, The Housing Authority of Gloucester County may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from**

further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Housing Authority of Gloucester County will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Housing Authority of Gloucester County emergency transfer plan provides further information on emergency transfers, and The Housing Authority of Gloucester County must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Housing Authority of Gloucester County can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from The Housing Authority of Gloucester County must be in writing, and The Housing Authority of Gloucester County must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Housing Authority of Gloucester County may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to The Housing Authority of Gloucester County as documentation. It is your choice which of the following to submit if The Housing Authority of Gloucester County asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by The Housing Authority of Gloucester County with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

If The Housing Authority of Gloucester County receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), The Housing Authority of Gloucester County has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

Confidentiality

The Housing Authority of Gloucester County must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Housing Authority of Gloucester County must not allow any individual administering assistance or other services on behalf of The Housing Authority of Gloucester County (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Housing Authority of Gloucester County must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority of Gloucester County, however, may disclose the information provided if:

- You give written permission to The Housing Authority of Gloucester County to release the information on a time limited basis.
- The Housing Authority of Gloucester County needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires The Housing Authority of Gloucester County or your landlord to release the information.

VAWA does not limit The Housing Authority of Gloucester County's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, The Housing Authority of Gloucester County cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if The Housing Authority of Gloucester County can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
 - 2) Could result in death or serious bodily harm to other tenants or those who work on the property.
- If HAGC can demonstrate the above, HAGC should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> Additionally, The Housing Authority of Gloucester County must make a copy of HUD's VAWA regulations available to you if you ask to see them.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for

Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not

to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim:

2. Name of victim:

2. Your name (if different from victim's):

3. Name(s) of other family member(s) listed on the lease:

5. Residence of victim:

7. Name of the accused perpetrator (if known and can be safely disclosed):

8. Relationship of the accused perpetrator to the victim:

9. Date(s) and times(s) of incident(s) (if known):

10. Location of incident(s):

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records;

a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer:

4. Your name (if different from victim's)

5. Name(s) of other family member(s) listed on the lease:

6. Name(s) of other family member(s) who would transfer with the victim:

7. Address of location from which the victim seeks to transfer:

8. Address or phone number for contacting the victim:

9. Name of the accused perpetrator (if known and can be safely disclosed):

10. Relationship of the accused perpetrator to the victim:

11. Date(s), Time(s) and location(s) of incident(s):

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

CODE OF CONDUCT

Ethical and Legal Business Practices

1.1 HAGC Ethical Standard

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations. HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

1.2 Conflicts of Interest Policy

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate relative.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved. No HAGC employee shall engage in selling or attempting to sell supplies, service or construction to HAGC for one year following the date such employment ceased. Additional examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from A Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of policy. Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination. Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest.

1.3 Gifts Policy

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which he knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions. If you do receive a gift or other benefit of more than nominal value, report it promptly to Human Resources. It will be returned or donated to a suitable charity.

1.4 Confidentiality Policy

Information that pertains to HAGC's business, including all nonpublic information concerning the Company, its participants and applicants, is strictly confidential and must not be given to people who are not employed by HAGC.

Please help protect confidential information -- which may include, for example, client/ participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

1.5 Accounting and Financial Reports

HAGC's financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized and recorded. Employees must record and report financial information accurately. Reimbursable business expenses must

be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

1.6 Political Activity Policy

The Hatch Act, 5 U.S.C. §1501-1508, restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

1.7 Employee Records

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or the Human Resource Administrator of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management. Personnel files are confidential records that must be secured in a locked cabinet. Upon request, employees may inspect their own personnel files at a mutually agreeable time on the premises and in the presence of the Human Resource Administrator.

1.8 Nepotism Policy

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse, child, parent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew and grandchildren.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

Smoke-Free Housing Policy

Date of Implementation: July 1, 2018

1. Purpose of Smoke-Free Housing: The purpose of Smoke-Free Housing is to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking. The parties hereto desire to implement a Smoke-Free Housing Policy to achieve the purposes set forth hereinabove.

2. Definition of Smoking: “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, Electronic Cigarette (as defined herein), electronic delivery device, pipe, or other lighted smoking device for burning tobacco or any other plant or product, including marijuana. “Electronic Cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking and shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any other product name.

3. Smoke-Free Housing Policy: Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household (hereinafter referred to as “dwelling unit”) have been designated as a smoke-free living environment. Smoking is prohibited anywhere in the dwelling unit, in the building where the Tenant’s dwelling unit is located, in any of the common areas (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators) or in any outdoor space within 25 feet of the building. Smoking shall only be permitted in designated smoking areas. Landlord shall not grant an accommodation to allow smoking in smoke-free areas as described hereinabove.

4. Tenant to Promote Smoke-Free Housing Policy and to Notify Landlord of Violations: Tenant shall inform Tenant’s family, guests and invitees of the Smoke-Free Housing Policy. Further, Tenants shall promptly give Landlord written notice of any incident where smoke is migrating into the dwelling unit from sources outside of the unit.

5. Landlord to Promote Smoke-Free Housing Policy: Landlord shall post no smoking signs at entrances and exits, common areas, and hallways as deemed appropriate.

6. Landlord Not a Guarantor of Smoke-Free Environment:

Tenant acknowledges that Landlord’s adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not make Landlord or any of its employees or agents the guarantor of Tenant’s health or of the smoke-free condition of the dwelling unit and the common areas. However, Landlord shall take reasonable steps to enforce the Smoke-Free Housing Policy and to make

the (designated areas of the) rental complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord has direct knowledge of said smoking or has been notified of said smoking.

7. Effect of Breach and Right to Terminate Lease: A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord shall serve Tenant with Notices to Cease for both the first and second violations of the Smoke-Free Housing Policy. Upon a third violation of the Smoke-Free Housing Policy, Landlord shall serve Tenant with a Notice to Quit, also known as an eviction notice. Tenant acknowledges that Tenant shall be liable to Landlord for any breach of this Addendum for the cost of repair to the dwelling unit due to damage from smoke odors or residue. A Tenant shall be in violation of the Smoke-Free Housing Policy if: (1) Landlord, or any of its employees or agents, witnesses a Tenant, Tenant's guest, family member, or invitee smoking outside of designated smoking areas; (2) Landlord, its employees or agents, witnesses a lighted smoking product in an ashtray or other receptacle inside the dwelling unit; (3) damage to the interior of the dwelling unit that is the result of burns caused by smoking including burns to Tenant owned property; (4) evidence of smoking in a dwelling unit such as smoking odors, smoke clogged filters or smoke film including smoke damage to the walls; (5) repeated reports to Landlord, its employees or agents, of violations of the No Smoke-Free Housing Policy by third parties; (6) clogged plumbing caused by discarded smoking products; and (7) evidence of ashes from smoking products on any surface in the dwelling unit.

8. Disclaimer by Landlord: Tenant acknowledges that Landlord's adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord would have to a Tenant household to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's dwelling unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the building, common areas, or the dwelling unit will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's family, guests and invitees. Tenants with respiratory ailments, allergies, or any other physical or mental condition related to smoking or secondhand smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

The Housing Authority of Gloucester County

Live-in aide Policy

A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

The Authority will verify the need for a reasonable accommodation of a live-in aide. Verification is required to prove that a requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant’s reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by:

- (1) Conducting a background /criminal check. The Authority may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; (d) violated any family obligations under the program as published under CFR 982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.
- (2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:
 - i. The Live-in aide is qualified to provide the needed care;
 - ii. The Live-in aide was not part of the household prior to receiving program assistance;
 - iii. There is no other reason for the aide to reside in the unit- The aide can demonstrate they have a previous residence they left in good standing;
 - iv. The aide and the participant will maintain separate finances.
 - v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition

of a live-in aide. In properties owned and managed by the Authority, a live-in aide must also sign a Live-in aide Lease Addendum.

The Housing Authority of Gloucester County

Certification for Live-in Aide

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly⁴ persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I _____ certify that:
(Name of participant)

I have selected _____ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay the Authority any amounts overpaid on my behalf.

Participants Name _____

Participant Signature _____

Live-in Aide Name _____

Live-in Aide Signature _____

Date of Signature _____

⁴ Near-elderly family means a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

RESOLUTION #20-71

**RESOLUTION AUTHORIZING REVISIONS
OF APPLICABLE WAIVERS PURSUANT**

PIH NOTICE 2020-13

WHEREAS, On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs, as outlined on HUD PIH Notice 2020-05, published on April 10, 2020; and

WHEREAS, On April 22, 2020 via Resolution #20-33 the Board of Commissioners authorized the Executive Director, or its designee, to apply and implement any or all waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, including but not limited to: issuing vouchers so families can find housing, processing Requests for Tenancy Approvals (RFTAs) so families can be approved to move into a unit, processing requests for portability moves, ensuring occupancy of public housing units, processing minimum rent hardship exemptions, and completing reexaminations for participants who have experienced a decrease in income, as outlined on the summary of Public Housing and HCV Waivers and Alternative Requirements issued by HUD; and

WHEREAS, On July 2, 2020 HUD published PIH Notice 2020-13 (HA) REV-1, restating the waivers and alternative requirements established previously in Notice PIH 2020-05, providing additional waivers and alternative requirements, extending the periods of availability for previously established waivers and alternative requirements, and issuing technical amendments to several of the previously established waivers and alternative requirements; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Executive Director, or its designee, to apply and implement any or all revised waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, based on local circumstances and need.

BE IT FURTHER RESOLVED that the Executive Director is authorized to amend the Section 8 Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy to include all adopted and or revised waivers.

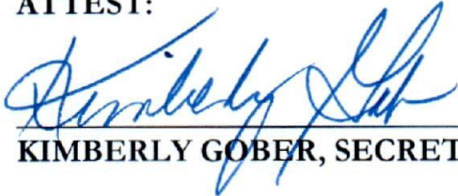
ADOPTED at the annual meeting of the Housing Authority of Gloucester County, held on the 22nd day of July 2020.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 22, 2020

DRAFT

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

This chart summarizes the waivers authorized under this Notice and the availability period for each. As stated in Section 5, PHAs must keep written documentation on the waivers applied by the PHA as well as the effective dates. To fulfill those requirements, PHAs may but are not required to utilize the last two columns to record this information.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH and HCV-1 PHA 5-Year and Annual Plan Submission Dates: Significant Amendment Requirements	<u>Statutory Authority</u> Section 5A(a)(1), Section 5A(b)(1), Section 5A(g), Section 5A(h)(2) <u>Regulatory Authority</u> §§ 903.5(a)(3), 903.5(b)(3), 903.13(c), 903.21, 903.23	<ul style="list-style-type: none"> Alternative dates for submission Changes to significant amendment process 	<ul style="list-style-type: none"> Varies based on FYE 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> Permits the PHA to delay the annual reexamination of income and family composition HCV PHAs must implement HCV-7 for impacted families if they implement this waiver 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-3 Family Income	<u>Regulatory Authority</u> §§ 5.233(a)(2),	<ul style="list-style-type: none"> Waives the requirements to use the 	<ul style="list-style-type: none"> 12/31/20 	NO	

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
and Composition: Annual Examination; Income Verification Requirements	960.259(c), 982.516(a) <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification <ul style="list-style-type: none"> PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later 			
PH and HCV-4 Family Income and Composition: Interim Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 5.233(a)(2), 982.516(c)(2), 960.257(a), (b) and (d), 960.259(c) <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations 	<ul style="list-style-type: none"> 12/31/20 	NO	

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH and HCV-5 Enterprise Income Verification (EIV) Monitoring	<u>Regulatory Authority</u> § 5.233 <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> • Waives the mandatory EIV monitoring requirements. 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-6 Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension	<u>Regulatory Authority</u> § 984.303(d)	<ul style="list-style-type: none"> • Provides for extensions to FSS contract of participation 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-7 Waiting List: Opening and Closing; Public Notice	<u>Regulatory Authority</u> § 982.206(a)(2) <u>Sub-regulatory Guidance</u> PIH Notice 2012-34	<ul style="list-style-type: none"> • Waives public notice requirements for opening and closing waiting list • Requires alternative process 	<ul style="list-style-type: none"> • 12/31/20 	NO	
HQS-1 Initial Inspection Requirements	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C) <u>Regulatory Authority</u> §§ 982.305(a),	<ul style="list-style-type: none"> • Changes initial inspection requirements, allowing for owner certification 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	982.305(b), 982.405	<ul style="list-style-type: none"> that there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 1-year anniversary of date of owner's certification 		
HQS-2: Project-Based Voucher (PBV) Pre-HAP Contract Inspections: PHA Acceptance of Completed Units	<u>Statutory Authority:</u> Section 8(o)(8)(A) <u>Regulatory Authority:</u> §§ 983.103(b), 983.156(a)(1)	<ul style="list-style-type: none"> Changes inspection requirements, allowing for owner certification that there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(ii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal	<ul style="list-style-type: none"> Allows for extension of up to 30 days for owner repairs of non-life threatening conditions 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Register Notice January 18, 2017				
HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(iii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> Under Initial HQS Alternative Inspection Option - allows for commencement of assistance payments based on owner certification there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-5 HQS Inspection Requirement: Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D) <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"> Allows for delay in biennial inspections All delayed biennial inspections must be completed as soon as reasonably possible but by no later than 1 year after the date on which 	<ul style="list-style-type: none"> 10/31/20 1 year after the date on which the biennial inspection would have been required absent the waiver 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		the biennial inspection would have been required absent the waiver.			
HQS-6 HQS Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), 983.103(e)	<ul style="list-style-type: none"> • Waives the requirement for the PHA to conduct interim inspection and requires alternative method • Allows for repairs to be verified by alternative methods 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
HQS-7 PBV Turnover Unit Inspections	<u>Regulatory Authority</u> § 983.103(c)	<ul style="list-style-type: none"> • Allows for PBV turnover units to be filled based on owner certification there are no life-threatening deficiencies • Allows for delayed full HQS inspection NLT than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> • 12/31/20 • 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Units	<u>Statutory Authority</u> Section 8(o)(8)(A) <u>Regulatory Authority</u> §§ 983.207(a), 983.207(b) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life-threatening deficiencies Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-9 HQS Quality Control Inspections	<u>Regulatory Authority</u> §§ 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"> Provides for a suspension of the requirement for QC sampling inspections 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HQS-10 Housing Quality Standards: Space and Security	<u>Regulatory Authority</u> § 982.401(d)	<ul style="list-style-type: none"> Waives the requirement that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons. 	Remains in effect one year from lease term or date of this Notice, whichever is longer	YES	4/22/20 RES 20-33
HQS-11 Homeownership Option: Initial	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(y)(3)(B)	<ul style="list-style-type: none"> Waives the requirement to perform an initial HQS inspection in 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS Inspection	<u>Regulatory Authority</u> § 982.631(a)	order to begin making homeownership assistance payments <ul style="list-style-type: none"> Requires family to obtain independent professional inspection 			
HCV-1 Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval Any provisions adopted informally must be adopted formally NLT December 31, 2020 	<ul style="list-style-type: none"> 9/30/20 12/31/20 	YES	4/22/20 RES 20-33
HCV-2 Information When Family is Selected: PHA Oral Briefing	<u>Regulatory Authority</u> §§ 982.301(a)(1), 983.252(a)	<ul style="list-style-type: none"> Waives the requirement for an oral briefing Provides for alternative methods to conduct required voucher briefing 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-3 Term of Voucher:	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> Allows PHAs to provide voucher 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
Extensions of Term		extensions regardless of current PHA policy			
HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed	<u>Regulatory Authority § 982.305(c)</u>	<ul style="list-style-type: none"> Provides for HAP payments for contracts not executed within 60 days PHA must not pay HAP to owner until HAP contract is executed 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-5 Absence from Unit	<u>Regulatory Authority § 982.312</u>	<ul style="list-style-type: none"> Allows for PHA discretion on absences from units longer than 180 days PHAs must not make HAP payments beyond 12/31/20 for units vacant more than 180 consecutive days 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-6 Automatic Termination of HAP Contract	<u>Regulatory Authority § 982.455</u>	<ul style="list-style-type: none"> Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		terminates automatically.			
HCV-7 Increase in Payment Standard During HAP Contract Term	<u>Regulatory Authority § 982.505(c)(4)</u>	<ul style="list-style-type: none"> Provides PHAs with the option to increase the payment standard for the family at any time after the effective date of the increase, rather than waiting for the next regular reexamination to do so. 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-8 Utility Allowance Schedule: Required Review and Revision	<u>Regulatory Authority § 982.517</u>	<ul style="list-style-type: none"> Provides for delay in updating utility allowance schedule 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-9 Homeownership Option: Homeownership Counseling	<u>Statutory Authority Section 8(y)(1)(D)</u> <u>Regulatory Authority §§ 982.630, 982.636(d)</u>	<ul style="list-style-type: none"> Waives the requirement for the family to obtain pre-assistance counseling 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HCV-10 Family Unification Program (FUP): FUP Youth Age Eligibility to Enter HAP Contract	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to increase age to 26 for foster youth initial lease up 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-11 Family Unification Program (FUP): Length of Assistance for Youth	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-12 Family Unification Program (FUP): Timeframe for Referral	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-13 Homeownership: Maximum Term	<u>Regulatory Authority</u> § 982.634(a)	<ul style="list-style-type: none"> Allows a PHA to extend homeownership 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
of Assistance		assistance for up to 1 additional year			
HCV-14 Mandatory Removal of Unit from PBV HAP Contract	<u>Regulatory Authority</u> §§ 983.211(a); 983.258	<ul style="list-style-type: none"> Allows a PHA to keep a PBV unit under contract for a period of time that extends beyond 180 from the last HAP but does not extend beyond December 31, 2020 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71
PH-1 Fiscal Closeout of Capital Grant Funds	<u>Regulatory Authority</u> § 905.322(b)	<ul style="list-style-type: none"> Extension of deadlines for ADCC and AMCC 	Varies by PHA	YES	4/22/20 RES 20-33
PH-2 Total Development Costs	<u>Regulatory Authority</u> § 905.314(c) - (d)	<ul style="list-style-type: none"> Waives the TDC and HCC limits permitting approval of amounts in excess of published TDC by 25% to 50% on a case by case basis 	Applies to development proposals submitted to HUD no later than December 31, 2021	NO	
PH-3 Cost and Other Limitations: Types of Labor	<u>Regulatory Authority</u> § 905.314(j)	<ul style="list-style-type: none"> Allows for the use of force account labor for modernization 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		activities in certain circumstances			
PH-4 ACOP: Adoption of Tenant Selection Policies	<u>Regulatory Authority</u> § 960.202(c)(1)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval Any provisions adopted informally must be adopted formally NLT December 31, 2020 	<ul style="list-style-type: none"> 9/30/20 12/31/20 	YES	4/22/20 RES 20-33
PH-5 Community Service and Self- Sufficiency Requirement (CSSR)	<u>Statutory Authority</u> Section 12(c) <u>Regulatory Authority</u> §§ 960.603(a) and 960.603(b)	<ul style="list-style-type: none"> Temporarily suspends CSSR 	<ul style="list-style-type: none"> 3/31/21 	YES	4/22/20 RES 20-33
PH-6 Energy Audits	<u>Regulatory Authority</u> § 965.302	<ul style="list-style-type: none"> Allows for delay in due dates of energy audits 	One year beyond 2020 audit deadline	YES	4/22/20 RES 20-33
PH-7 Over-Income Families	<u>Statutory Authority</u> Section 16(a)(5) <u>Sub-regulatory</u> <u>Guidance</u>	<ul style="list-style-type: none"> Changes to timeframes for determination of over-income 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Housing Opportunity Through Modernization Act of 2016: Final Implementation of the Public Housing Income Limit 83 FR 35490, Notice PIH 2019-11				
PH-8 Resident Council Elections	<u>Regulatory Authority</u> § 964.130(a)(1)	<ul style="list-style-type: none"> Provides for delay in resident council elections 	<ul style="list-style-type: none"> 12/31/20 	N/A	
PH-9 Review and Revision of Utility Allowance	<u>Regulatory Authority</u> § 965.507	<ul style="list-style-type: none"> Provides for delay in updating utility allowance schedule 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
PH-10 Tenant Notifications for Changes to Project Rules and Regulations	<u>Regulatory Authority</u> § 966.5	<ul style="list-style-type: none"> Advance notice not required except for policies related to tenant charges 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH-11: Designated Housing Plan Renewals	<u>Statutory Authority:</u> Section 7(f)	<ul style="list-style-type: none"> Extends the Plan's effective period through December 31, 2020, for Plans due to expire between the date of this Notice and December 31, 2020. 	<ul style="list-style-type: none"> 12/31/20 	N/A	
PH-12: Public Housing Agency Annual Self-Inspections	<u>Statutory Authority:</u> Section 6(f)(3) <u>Regulatory Authority:</u> § 902.20(d)	<ul style="list-style-type: none"> Waives the requirement that the PHA must inspect each project 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71
11a PHAS	<u>Regulatory Authority</u> 24 CFR Part 902	<ul style="list-style-type: none"> Allows for alternatives related to inspections PHA to retain prior year PHAS score unless requests otherwise 	HUD will resume issuing new PHAS scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020 RES 20-71
11b SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> PHA to retain prior year SEMAP score unless requests otherwise 	HUD will resume issuing new SEMAP scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020 RES 20-71

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
11c Uniform Financial Reporting Standards: Filing of Financial Reports; Reporting Compliance Dates	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> Allows for extensions of financial reporting deadlines 	Varies by PHA FYE	YES	4/22/20 RES 20-33
12a PHA Reporting Requirements on HUD Form 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158 <u>Sub-regulatory Guidance</u> PIH Notice 2011-65	<ul style="list-style-type: none"> Waives the requirement to submit 50058 within 60 days Alternative requirement to submit within 90 days of the effective date of action 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
12b Designated Housing Plans: HUD 60-Day Notification	<u>Statutory Authority</u> Section 7(e)(1)	<ul style="list-style-type: none"> Allows for HUD to delay notification about designated housing plan 	<ul style="list-style-type: none"> 7/31/20 	N/A	N/A
12c Extension of Deadline for	<u>Statutory Authority</u> Section 9(j)	<ul style="list-style-type: none"> Provides a one-year extension 	For all open Capital Fund grants, one-year extension from the	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
Programmatic Obligation and Expenditure of Capital Funds	<u>Regulatory Authority</u> § 905.306(d)(5)		obligation and expenditure end dates in LOCCS as of April 10, 2020		

DRAFT



Section 8 Administrative Plan

REVISED:

September 23, 2020 via Resolution #20-83

July 22, 2020 via Resolution #20-71

April 22, 2020 via Resolution #20-33

TABLE OF CONTENTS

Article I. General Provisions

- Section 1.01 Program Objectives
- Section 1.02 Administrative Authority
- Section 1.03 Extenuating Circumstances
- Section 1.04 File Maintenance
- Section 1.05 Privacy Rights

Article II. Fair Housing & Equal Opportunity

- Section 2.01 Non-Discrimination
- Section 2.02 Assistance for Families claiming unlawful discrimination
- Section 2.03 Policies related to persons with disabilities
- Section 2.04 Access to services for persons with limited English proficiency

Article III. Program Eligibility

- Section 3.01 Definitions
- Section 3.02 Pre-Applications
- Section 3.03 Organization of Wait List
- Section 3.04 Opening and Closing of Waiting Lists
- Section 3.05 Notification of selection from Waiting Lists
- Section 3.06 Reporting changes in Family circumstance while on a Waiting List
- Section 3.07 Local Preference
- Section 3.08 Targeted Housing Choice Vouchers
- Section 3.09 Continuously Assisted Families
- Section 3.10 Family consent to Release of Information
- Section 3.11 Citizenship Status
- Section 3.12 Social Security Numbers
- Section 3.13 College Students Enrolled in Institutions of Higher Education
- Section 3.14 Screening for Drug abuse and other Criminal Activity
- Section 3.15 Proof of Residency

Article IV. Income Eligibility

- Section 4.01 Income Criteria
- Section 4.02 Income Limit
- Section 4.03 Income Targeting

- Section 4.04 Calculating Income
- Section 4.05 Deductions

Article V. Denial of Assistance

- Section 5.01 Mandatory Denial of Assistance
- Section 5.02 Authority to Deny Assistance

Article VI. Removal from Waiting Lists

- Section 6.01 Reasons for Removal
- Section 6.02 Procedures for Removal

Article VII. Issuance of Assistance

- Section 7.01 Family Interview
- Section 7.02 Tenant Briefing Program
- Section 7.03 Subsidy Standards
- Section 7.04 Housing Choice Voucher
- Section 7.05 Limitations on Non-Residents
- Section 7.06 Verification of Information

Article VIII. Occupancy Policies

- Section 8.01 Family Obligations
- Section 8.02 Small Area Fair Market Rent
- Section 8.03 Reasonableness of Rent
- Section 8.04 Family Absence from Dwelling
- Section 8.05 Families who wish to move with continued assistance
- Section 8.06 Portability
- Section 8.07 Continued Assistance when the family breaks up
- Section 8.08 Guests in the assisted household
- Section 8.9 Repayment Agreements

Article IX. Reexaminations

- Section 9.01 Annual Reexaminations
- Section 9.02 Interim Reexaminations
- Section 9.03 Obligation to Provide Information
- Section 9.04 Notification of Reexamination
- Section 9.05 Discrepancies
- Section 9.06 Verification of Assets

Article X. Housing Quality Standards/Inspections

- Section 10.01 Owner and Family Responsibilities
- Section 10.02 Regular Inspections
- Section 10.03 Special Inspections
- Section 10.04 Quality Control Inspections
- Section 10.05 Repairs
- Section 10.06 Life Threatening Conditions
- Section 10.07 Abatement of Housing Assistance Payments
- Section 10.08 Inspection of PHA owned Unit
- Section 10.09 Enforcing Family Compliance with HQS

Article XI. Owner Participation

- Section 11.01 Proof of Ownership
- Section 11.02 Owner's Responsibility to Screen
- Section 11.03 Providing Information to Owners
- Section 11.04 Disapproval of Owners
- Section 11.05 Housing Assistance Payment Contacts
- Section 11.06 Changes in Ownership
- Section 11.07 Outreach to Owners Outside Areas of Low-income or Minority Concentration

Article XII. Termination of Assistance

- Section 12.01 Mandatory Denial or Termination of Assistance
- Section 12.02 Discretionary Denial and Mandatory Policies
- Section 12.03 Alternatives to Termination of Assistance
- Section 12.04 Procedures for Termination

Article XIII. Grievance Procedures

Article XIV. Insufficient Funding

Article XV Project Based Vouchers

- Section 14.01 Tenant Selection
- Section 14.02 Information for Accepted Families
- Section 14.03 Unit Inspections and Housing Quality Standards
- Section 14.04 Vacant Units
- Section 14.04 Family Choice to Move with Continued Assistance
- Section 14.05 HAP Contract Terms & Rents
- Section 14.06 HAP Family Occupancy of wrong-size or accessible unit

Article XV. Homeownership Option

- Section 15.01 Objectives
- Section 15.02 Forms of Homeownership Assistance
- Section 15.03 Participation in Homeownership
- Section 15.04 Family Eligibility
- Section 15.05 Unit Eligibility
- Section 15.06 Home Inspections
- Section 15.07 Contract of Sale
- Section 15.08 Disapproval of Owner
- Section 15.09 Financing Purchase of Home
- Section 15.10 Distribution of Homeownership Assistance Payment
- Section 15.11 Down Payment Assistance Grants
- Section 15.12 Family Obligations
- Section 15.13 Move with Continued Assistance
- Section 15.14 Time Limits
- Section 15.15 Denial or Terminations

Attachments

- Violence Against Women Act (VAWA) Policy
 - Emergency Transfer Plan for Victims of Domestic Violence
 - HUD Form 5380
 - HUD Form 5382
 - HUD Form 5383
 - HUD Form 91067
- Statement of Family Responsibility- Section 8 Moderate Rehabilitation Program
- Bed Bug Management Policy
- Code of Conduct
- Live-In Aide Policy
- RES #20-33 Resolution Authorizing submission of applicable waivers pursuant to PIH Notice 2020-05
- Waiver list

Article I. General Provisions

Section 1.01 Program Objectives

The Objectives of the Section 8 Housing Choice Voucher Program, Moderate Rehabilitation Program, and Project-Based Voucher Program are to house income eligible families in safe, sanitary, and affordable housing within the operating jurisdiction of the Housing Authority of Gloucester County ("The Authority"). Such housing shall be in accordance with the rules and regulations governing the Programs, the Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all Federal, State and Local Fair Housing Laws and Regulations.

Section 1.02 Administrative Authority

This document serves as the Authority's operational handbook for the implementation of the Housing Choice Voucher Program, Moderate Rehabilitation Program and Project Based Voucher Program. It also functions as the Authority's *Administrative Plan* and complies with all of the requirements of 24 C.F.R. §982.54, *Administrative Plan*. The Plan's purpose is to provide guidance for the consistent application of the policies and procedures adopted by the Authority in its administration of the programs.

Section 1.03 Extenuating Circumstances

The following conditions are recognized by the Authority as extenuating circumstances that may affect the Authority's administration of the program: Domestic violence; a serious housing quality standards violation; a catastrophe such as a fire, flood or other act of nature; or a risk of violence against a household member as a reprisal for providing information to a law enforcement agency, or because of his or her race, color, religion, sex, national origin, handicap, or familial status. Further, on a case-by-case basis, the Authority may consider an exception to one of its standard policies if there is evidence of a sufficient extenuating circumstance.

Section 1.04 File Maintenance

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess the Authority operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits. The Authority maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. The Authority also maintains a paper file, the purpose of which is to support the electronic file.

Section 1.05 Privacy Rights

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/the Authority will release family information. The Authority shall require additional authorizations not covered by the HUD 9886 form as required for verifications. The Authority policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Article II. Fair Housing & Equal Opportunity

Section 2.01 Non-Discrimination

The Authority shall administer the Programs to affirmatively further fair housing in accordance with the Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, Violence Against Women Reauthorization Act of 2013 (VAWA), and The Age Discrimination Act of 1975.

The Authority is committed to administering the programs to ensure that individuals and households are not discriminated against because of their race, color, sex, age, ethnic origin, religion, disability, familial status, actual or perceived sexual orientation, gender identity or marital status. The Authority will not use any of these factors to: Deny any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to participate in housing; provide housing that is different from the provided to others; Subject anyone to segregation or disparate treatment; Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; Treat a person differently in determining eligibility or other requirements for admissions; Steer an applicant or participant towards or away from a particular area; Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program; Discriminate in the provision of residential real estate transactions; Discriminate against someone because they are related to or associated with a member of a protected class; Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Section 2.02 Assistance for Families Claiming Unlawful Discrimination

If an applicant or participant believes that any family member has been discriminated against by the Authority or an owner, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the Authority is required to provide the applicant or participant with information about how to file a discrimination complaint. The Fair Housing Act prohibits discrimination in housing because of race, color, religion, national origin, sex, disability and familial status. People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to www.hud.gov/fairhousing. Persons who have alleged discrimination on the basis of Fair Housing Amendment Act of 1988, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964 or Executive Order 11063, will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a program participant) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. The Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide personal referrals to units with vacancies and call the apartment managers of said units to arrange for an appointment for the family to see the unit. Assistance will also be provided in the exercise of the person's rights

including providing information on how to fill out and file a housing discrimination complaint. The Authority will keep a record of all complaints, investigations, notices, and corrective actions.

Section 2.03 Policies Related to Persons with Disabilities

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs. The Policy, as contained in this *Administrative Plan* will be provided during the tenant briefing program.

a. Definitions

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. 24 C.F.R. § 100.201.

The definition of disability does not include: current users of illegal controlled substances people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.

b. Requesting a Reasonable Accommodation

A person with a disability may request a reasonable accommodation from the Authority at any time. The individual, the Authority, or another person identified by the individual,

must reduce all requests for reasonable accommodation(s) to writing. The person must explain what type of accommodation is needed to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well the applicable law. (See section on *Denial of Request for Reasonable Accommodation*, below)

c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a **disability**, and that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.,.

The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

Section 2.04 Access to Services for Persons with Limited English Proficiency

The Authority will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). LEP is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. The Authority's goal is to ensure meaningful access to the LEP person to critical services while not imposing undue burdens on the Authority. In order to determine the level of access needed by LEP persons, the Authority will act in accordance with the established Language Assistance Plan and balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Authority.

Article III. Program Eligibility

The Authority will take the necessary steps to ensure that every individual and family admitted to the programs meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the Authority to confirm eligibility and determine the level of the family's assistance. To be eligible for the HCV program the applicant family must:

- Qualify as a family as defined by HUD and the Authority;
- Have income at or below HUD-specified income limits;
- Qualify on the basis of citizenship or the eligible immigrant status of family members;
- Contain at least one family member who is either a U.S. citizen or has eligible immigration status;
- Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is 62 or older as of January 2010 and already under the program;
- The Authority shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members;
- Consent to the Authority's collection and use of family information as provided for in the Authority -provided consent forms.
- Be represented by a head of household who is 18 or older or an emancipated youth at the time of application submission.
- Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (24 CFR 5.612).
- The Authority must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or The Authority. Reasons for denial of admission are addressed in this Policy. These reasons for denial constitute additional admission criteria.

- Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for eligibility processing for issuance of a Voucher

Section 3.01 Definitions

- Family: A Family may consist of any single person or a group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of the Authority by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
- Elderly Family: An elderly family is a family whose head, co-head, spouse, or sole member is at least sixty-two years of age.
- Disabled Family: A disabled family is a family whose head, co-head, spouse or sole member is a person with disabilities who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970. A disabled person is considered an elderly family for the purpose of qualifying as a household type.
- Household: Household is the broader term that includes additional people, who with the permission of the Authority live in the assisted unit, such as live-in aides, foster children and foster adults.
- Family Share: Family Share shall mean the portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The Authority may not use the housing assistance payment or other program funds (including the administrative fee reserve funds) to pay any part of the family share. Payment of the family share is the responsibility of the family.
- Head of Household: Head of Household means the adult member of the family who is considered the head for the purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with the co-head or spouse. The Head of Household must have the legal capacity to enter into a lease under state and local law. The family may designate any qualified family member as the Head of Household.
- Spouse, Co-head, and Other Adult: a family may have a spouse or co-head but not both. Spouse means the marriage partner of the Head of Household. A Co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfill all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.
- Other Adult: Other Adult means a family member, other than the head, spouse or co-head who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.
- Dependent: A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 51 percent or more of

the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the Authority will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

- **Full-Time Student (FTS):** A FTS is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be deemed a full time is defined by the educational institution.

Section 3.02 Pre-Applications

The Authority will receive and process applications in a way that treats all applicants fairly and consistently. At the discretion of the Executive Director, the Authority will accept pre-applications for assistance on an as needed basis. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. Pre-applications will be accepted by mail at:

The Housing Authority of Gloucester County -Tenant Processing Center-Main Office
100 Pop Moylan Blvd, Deptford
New Jersey 08096

OR

Online at <http://www.hagc.org>

Pre-applications must contain sufficient information for the Authority to make preliminary determinations of eligibility and local preference status. If the pre-application does not contain sufficient information to make a preliminary determination of eligibility, the applicant will be notified to submit the needed information. The head of the applicant family on the pre-application will be assigned a confirmation number and placed on the appropriate waiting list(s), if eligible. All applicants will have the opportunity to apply for any applicable programs administered by the Authority. If the information on the pre-application shows the applicant to be obviously ineligible, the letter will state the reasons for the determination of ineligibility and, the family's right to an informal review and how to arrange for the review.

The Authority will take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard application process. This may include people with disabilities or persons with LEP. The Authority will consider requests for Reasonable Accommodations to the needs of individuals with disabilities and reasonable steps to ensure equal access for persons with LEP.

Section 3.03 Organization of Wait List

All eligible applicants will be placed on the waiting lists based on the date and time the application was received. There will be one (1) waiting list maintained for the Section 8 Housing Choice Voucher Program, one (1) for the Moderate Rehabilitation Program and one (1) for the Project-Based Voucher Program. The waiting lists will be assembled in sequential order with the applicant's name, family unit size, date and time of application receipt, annual income, qualifications for any local preference, and racial or ethnic designation of the head of household

noted. The Moderate Rehabilitation waiting list represents different bedroom sizes, as the program is unit based.

Section 3.04 Opening and Closing of Waiting Lists

The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the waiting lists, and whether the waiting list includes a sufficient number of extremely low-income families. See attached Equal Housing Opportunity Policy Affirmative Marketing/Outreach to Families for the Authority's practice on encouraging full participation of the public when the waiting lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, the Authority may stop accepting new applications and close the wait lists.

Section 3.05 Notification of Selection from Waiting Lists

Families selected from the waiting lists will be notified of their selection by a written communication, the method of which is selected by the family in the application. This communication is deemed "The Interview Letter". The interview letter will inform the family of the following: the date, time and location of the scheduled interview including any procedures for rescheduling the interview and all documents that must be provided at the interview. In accordance with the Interview Letter, families must respond to the Authority within 10 (ten) calendar days of the date of the letter to schedule an interview appointment at the client's convenience. If the Interview letter is returned to the Authority with no forwarding address, the family will be removed from the waiting lists. A notice of denial will be sent to the family's address of record.

Section 3.06 Reporting Changes in Family Circumstance While on a Waiting List

While the family is on the waiting list, the family must report to the Authority changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within 14 days.

Section 3.07 Local Preference

The Authority has established a system of local preference for the section of families admitted to the programs. The preference affects the order of applicants on the waiting list but does not make anyone eligible who was not otherwise eligible.

Eligibility for Local Residency Preference:

A local preference will be given to applicants whose head, co-head, or spouse are residents or, working in, or hired to work in the operating jurisdiction of the authority. An applicant who is a resident of or works in the operating jurisdiction of the Authority on the day their application is received by the Authority will be eligible for the local preference. If the applicant does not live or work in the operating jurisdiction of the Authority at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. An applicant who is homeless will receive a local preference if they can document to the satisfaction of the Authority that they lived or worked in the operating jurisdiction immediately prior to becoming homeless. Applicants who have been notified that they are hired to work in a residency preference area are treated as residents of the residency preference area. An applicant, who lives

and works outside the operating jurisdiction of the Authority on the day their application is received, will be entitled to the local preference if they notify the Authority in writing they moved into or began working in the operating jurisdiction of the Authority. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Authority.

Participating Communities of the Authority include: Clayton, Glassboro, Deptford Township, East Greenwich, Elk Township, Greenwich Township, Harrison Township, Logan Township, Mantua Township, Monroe Township, National Park, Paulsboro, Swedesboro, Washington Township, West Deptford Township, Westville, Woodbury, Woodbury Heights, Woolwich Township and Franklin Township. These participating communities shall be deemed the Authority's operating jurisdiction.

Verification of Local Residency Preference:

To be entitled to a local residence preference, applicants must submit at the time of application objective, third party documentation of the residence or employment. All documents received to verify a local preference must be dated and current. To be considered "current" a document must not be dated more than sixty (60) days before the date of the application. All certifications from a third party (including facsimile transmissions) must be on the agency's letterhead, dated and signed by the appropriate representative of the agency. See Section on "Proof of Residence" for documents which are acceptable forms of proof.

Glassboro Residents/Woolwich Township/Franklin Township

Pre-Applications received for Glassboro residents registered prior to 3/25/09, Woolwich Twp residents registered prior to 12/21/10, and Franklin Township residents registered prior to 8/1/16 will obtain a local preference if the client re-registers. A letter indicating that the Authority is updating information with the new date and time with a local preference will be mailed to the client. The new application date and time with a local preference will be used in order to benefit the client. Clients updating information that are still residing in Glassboro or Woolwich Township and are working in Glassboro or Woolwich Twp. will not obtain the local preference as these clients are residents of the Borough of Glassboro prior to 3/25/09, Woolwich Twp prior to 12/21/10, and Franklin Township prior to 8/1/16 their preference status has not changed. Clients updating information that are still residing in Glassboro, Franklin Twp, or Woolwich Twp and report they are working in the operation jurisdiction of the Authority other than Glassboro, Franklin Twp, or Woolwich Twp will obtain a local preference, regardless of their application date. Clients updating information that do not live in Glassboro, Franklin Twp, or Woolwich Twp and do not have a local preference may notify the Authority that they are now living and/or working in Glassboro, Franklin Twp, Woolwich Twp or any other area in the operating jurisdiction of the Authority will obtain a local preference.

Mainstream Vouchers

The Mainstream Voucher preference is for the "Mainstream" Vouchers to serve clients who are non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless.

A non-elderly person with disabilities is a person 18 years of age or older and less than 62 years of age, and who:

- (i) Has a disability, as defined in 42 U.S.C. 423;
- (ii) Is determined, pursuant to HUD Regulations, to have a physical or mental, or emotional impairment that:
 - a. Is expected to be of long-continued and definite duration;
 - b. Substantially impeded his or her ability to live independently , and
 - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- (iii) Has a developmental disability as defined in 42 U.S.C. 6001

The eligible household member does not need to be the head of household. HAGC will require documentation proving disability in accordance with the above definition and eligibility for the Mainstream Voucher at the time of application. Proof of preference eligibility must be by way of a certification from a third party agency with knowledge of the applicant's eligibility. Eligible applicants will be awarded (5) Five Preference points.

Section 3.08 Targeted Housing Choice Vouchers

Certain families may qualify for "Targeted" Housing Choice Vouchers. The Authority will designate qualified families for targeted purposes as such. These targeted Housing Choice Vouchers shall not be based on the identity or location of the housing unless approved by the Department of Housing and Urban Development. The Housing Choice Vouchers so allocated shall include, but are not limited to, such targeted cases as:

- Applicants certified as living in transitional housing;
- Applicants certified as living in housing that is not affordable, according to the Gloucester County Division of Social services;
- Applicants certified as receiving temporary rental assistance or who are certified as eminently homeless by GCDSS;
- Applicants certified as having graduated from group residence;
- Applicants who are disabled and under the age of 62 years; Applicants who are disabled and under the age of 62 years and have been denied public housing due to the Authority's designated housing plan approved by HUD;
- Families displaced because of demolition or disposition of a public housing project;
- Families residing in HUD- owned multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- Applicants certified as Veterans.
- Applicants certified as a Victim of domestic violence.

Section 3.09 Continuously Assisted Families

A family is considered "continuously assisted" under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the Housing Choice Voucher Program. For purposes of income eligibility, a family will be considered "continuously assisted" upon admission into the Housing Choice Voucher Program only when there is a break of no more than 60 calendar days between participation in the assisted programs.

Section 3.10 Family Consent to Release of Information

HUD requires each adult family member and the head of household, spouse or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of

Information/Privacy Act Notice, and other consent form as needed to collect information relevant to the family's eligibility and level of assistance. The Authority must deny admissions to the program if any member of the applicant family fails to sign and submit required consent forms.

Section 3.11 Citizenship Status

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for assistance. Applicants must meet the documentation requirements of citizenship or eligible immigration status. Persons claiming citizenship are required to provide verification of citizenship through United States passport; Resident alien card; Registration card; Social Security card; or other appropriate documentation. Persons claiming eligible immigration status must present appropriate immigration documents which are verified by the Authority through Immigrations and Naturalization Service. Non-citizens claiming eligible immigration status must provide all of the following evidence: The signed declaration of eligible immigration status; one of the INS documents specified in the attached Non-Citizen Rule Summary of Documentation Requirements prepared by HUD; A signed verification consent form describing transmission and use of the information obtained. Providing housing assistance to noncitizens students is prohibited. All applicant families will be notified of the requirement to submit evidence of their citizenship status when they apply.

Section 3.12 Social Security Numbers

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. However, if a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the social security documentation is provided to the Authority within 90 calendar days from the date of the Housing Assistance Payment contract. The Authority will grant an extension of one additional 90-day period if it determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.

The Authority must deny assistance and/or terminate assistance for a family if the regulatory requirements for SSN disclosure and documentation are not met or if the family submits falsified SSN documentation.

Section 3.13 College Students Enrolled in Institutions of Higher Education

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with

Authority's policy, the income of the student's parents will not be considered in determining the student's eligibility. An Institution of Higher Education shall have the meaning as defined in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

The Authority will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met: The individual is of legal contract age under state law. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student. To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria: Be at least 24 years old by December 31 of the award year for which aid is sought; Be an orphan or a ward of the court through the age of 18; Be a veteran of the U.S. Armed Forces; Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent); Be a graduate or professional student; Be married. The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms. The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

Section 3.13 Screening for Drug Abuse and Other Criminal Activity

The Authority will obtain criminal conviction records from law enforcement agencies to screen applicants for program admissions. The Authority will request applicant families to submit a consent form signed by each adult household member for the release of criminal conviction records. The Authority must impose permanent bans, on two classes of applicants: (1) applicants who have been convicted of manufacturing methamphetamine on federally assisted property; and (2) applicants who are required to register as sex offenders for life in any state. The Authority is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender programs in the state where the housing is located as well as any other state where the household member resided. The Authority will use Dru Sjodin National Sex Offender database and any other State Sex Offender database to screen applicants. The Authority will also ask whether the applicant or any member of the applicant's household is subject to a lifetime registration requirement in any state. If the Authority proposes to deny assistance based on a criminal records or on lifetime sex offender registration information, the Authority will notify the household of the proposed action and will provide the subject of the record, a copy of the record and an opportunity to dispute the accuracy and relevance of the information.

The Authority will also determine whether an applicant has ever been evicted from federally assisted housing for drug-related criminal activity. If such an eviction took place in the past three years, the applicant must be denied unless he can show either: (1) He/she has successfully completed drug rehabilitation, or (2) the circumstances that led to the prior eviction no longer exist (e.g., the death or incarceration of the person who committed the drug-related criminal activity). If, however, the eviction took place more than three years prior to the application, the Authority has the discretion to admit the applicant.

Applicants who currently use illegal drugs or abuse alcohol are also prohibited. The Authority must deny admission where they have reasonable cause to believe that a household member's

(1) illegal use of a controlled substance, (2) abuse of alcohol, or (3) pattern of illegal use of controlled substance or alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

See The Authority's "One Strike and You're Out" Policy for a complete list of all prohibited activity resulting in a denial of assistance or termination of household and the Authority's Policy and Procedures governing denials/terminations on the basis of drug-related and other criminal activity.

Section 3.14 Proof of Residency

The Authority requires the following documents to prove residency: At least two of the following documents:

- Utility bill (electric, water, refuse, telephone, cable, or gas)
- Checking or savings account statement from a bank or credit union
- High school or college report card or transcript containing an address
- Lease or rental agreement
- Property tax bill, statement or receipt
- Letter or official correspondence from IRS or state tax office, or any federal or local government agency
- Deed/Title
- Mortgage
- Insurance Policy
- Voters registration Card
- Pay Stub
- Pension or retirement statement
- Court Order
- New Jersey Driver's License or ID Card
- Military Service Records
- Federal/State Tax Return
- In circumstances where the above documentation does not exist, other documents may be deemed acceptable by a supervisor.

Mail addressed to P.O. boxes are not accepted as proof of address.

Article IV. Income Eligibility

Section 4.01 Income Criteria

HUD establishes income limits and publishes them annually. The limits are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the programs and for income targeting purposes.

- Income Definitions:
- Extremely Low Income Family: A family whose annual income does not exceed the higher of: (1) the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) 30 percent of the median income for the area, as determined by HUD, with adjustments for

smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

- Very Low Income Family: A family with an anticipated annual income that does not exceed 50% of median income.
Low Income Family: A family with an anticipated annual income does not exceed 80% of median income

Section 4.02 Income Limit

Housing Choice Voucher Program- At least 75% of the families who are admitted to the Housing Choice Voucher Program during the Authority's fiscal year must be extremely low-income. Income limits are determined HUD.

Moderate Rehabilitation Program Not less than 40% of new families admitted into the Program must be extremely low income. In order to achieve the income targeting requirement of 40% of new admissions, families with incomes greater than 30% of the area median income will be temporarily skipped on the waiting list. Once at least 40% of the new admissions into each project have incomes at or below 30% of the area median income, the families that had been temporarily skipped may be admitted in accordance with the following limitations. Since all of the Authority's Moderate Rehabilitation projects were established after 1981, the anticipated annual income of not more than 15% of the new families admitted must not exceed 80% of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 15% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

Section 4.03 Income Targeting

The annual gross income of the applicant family is used for income-targeting purposes. The Authority will regularly monitor the income levels of its waiting list applicants and new admissions in order to be sure that it will meet its income-targeting requirement by the end of its fiscal year. Certain families, including those that are "continuously assisted" and families admitted that were displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low income housing as defined by HUD, are not subject to income targeting requirements and shall not be included in the calculation of meeting the income targeting percentage. The Authority may skip non-extremely low-income families on the waiting list to ensure the income targeting requirements are met.

Section 4.04 Calculating Income

HUD regulations specify the sources of income to include and exclude to calculate a family's annual income. Annual income is determined by calculating a family's anticipated total gross income minus allowable exclusions

Definitions:

For the purpose of determining eligibility annual income means all amounts, monetary or not (1) Which go to or on behalf of the family head or spouse or any other family member; (2) That are anticipated to be received from a source outside the family during the 12 month period following admission or the annual reexamination effective date; and (3) Which are not specifically excluded by Federal Regulations. Annual income also includes amounts derived from assets to

which any family member has access. In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The Authority will comply with HUD regulations and policies in calculating income from various sources.

Alimony and Child Support Alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, the Authority must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for 60 consecutive days. The Authority will accept as verification that the family is receiving an amount less than the award if: The Authority receives verification from the agency responsible for the enforcement of collection; The family furnishes documentation of child support or alimony collection action filed through a child support Enforcement/collection agency, or has filed an enforcement or collection action through an attorney. Direct pay child support arrangements must be verified and accompanied with proof of current address of the payer. The Authority may require a court enforced Order if the Authority is not able to verify the direct pay arrangement.

Verifying income

HUD's Enterprise Income Verification (EIV) system will be used to verify employment and income. The Authority will also use third party verifications to confirm income and employment. When third party verifications are not received in time to establish eligibility or complete a recertification, the Authority shall document the reason why the third party verification was not used and compute annual income on a provisional basis based upon review of documents. The annual income computation should then be compared to that with the third party verification upon receipt. Adjustments to the amount of rental subsidy will be made based upon the discretion of the Section 8 Supervisor or Intake Supervisor, as appropriate.

Zero Income

For those cases where the family reports Zero income, the Authority will require the family to periodically (usually every 3 months) report the current income and provide an explanation as to how the family is paying for this household needs by completing a Zero Income Checklist. The family must submit all proof of income and expenses as required by the Zero Income Checklist.

Section 4.05 Deductions

Dependent Deduction

A deduction of \$480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents

Elderly or Disabled Family
Deduction

A single deduction of \$400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities

Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.” The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

Disability Assistance Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

Child Care Expense Deduction

HUD defines child care expenses at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.” If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the Authority. If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed. If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. The type of care to be provided is determined by the assisted family. The Authority may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care

Article V. Denial of Assistance

If a family does not meet the eligibility criteria as discussed in this *Administrative Plan*, the family must be denied assistance. Additional grounds for mandatory denial are discussed below. Denial of assistance to an applicant may include, denying or withdrawing a Voucher, Refusing to enter into a HAP contract or to approve a Lease, Refusing to process or provide Portability. The Authority will not make any denial based on a families' membership in a protected class. In determining violations of the Policy, the Authority will utilize a Preponderance of the Evidence Standard. Preponderance of the Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is evidence which as a whole shows that the facts sought to be proves id more probable than not. The Authority is authorized to consider all relevant circumstance in deciding whether to deny assistance based on a family's past history, except in situations for which denial of assistance is mandatory. The Authority will consider the following facts and circumstances prior to making its decision: The seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Section 5.01 Mandatory Denial of Assistance

The Authority must deny admissions to the Programs to:

- Any family member that has been evicted from federally assisted housing for drug-related criminal activity in the last 3 years. However the Authority may admit the family if it is determined that he/she has successfully completed an Authority approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist.
- The Authority determines that any household member is currently engaged in illegal use of a drug. The Authority defines currently engaged to mean the use of illegal drugs during the previous six months.
- The Authority determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, the Authority will consider all credible evidence, including but not limited to, records of conviction, treatment providers, community based organizations and eviction records.
- If the Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime State Sex offender registration program requirement. Applicant families will have the opportunity to remove the individual from the household.
- If the SSN disclosure requirements are not met.

- If the family member fails to sign and submit required consent forms.
- If no family member establishes citizenship or eligible immigration status.
- If any family member fails to meet the eligibility requirement concerning individuals enrolled at an institution of higher education.

Section 5.02 Authority to Deny Assistance

(a) Criminal Activity.

The Authority will prohibit admission of a household to the program if it is determined that any household member is currently engaged in, or has engaged in during the last three years before the admission:

- Drug-related criminal activity;
- Violent criminal activity;
- Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity; or
- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

See the Authority's One Strike and You're Out Policy.

(b) Other Non-Compliant Conduct. The Authority will deny assistance to an applicant family if:

- The family does not provide information that the Authority or HUD determines necessary in the administration of the program
- The family does not provide complete and true information to the Authority.
- Any family member has been evicted from federally- assisted housing in the last 5 years,
- The Authority has previously terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- If the family owes rent or other amounts to the Authority or to another public housing authority in connection with Section 8 or Public Housing assistance under the 1937 Act.;
- If the family has not reimbursed the Authority or any other public housing authority for amounts paid to an owner under a housing assistance payments contract for rent, damages to the unit, or other amounts owed by the family under the lease unless the family repays the full amount of the debt prior to being selected from the waiting list;
- If the family has not reimbursed the Authority, or agreed to enter into a repayment agreement for amounts owed to the Authority for reasons as specified in the above paragraph unless the family repays the full amount of the debt prior to being selected from the waiting list;

- If the participant family breaches an agreement with the Authority to pay amounts owed to the Authority, or amounts paid to an owner by the Authority unless the family repays the full amount of the debt prior to being selected from the waiting list;
- If a family participating in the Family Self Sufficiency Program (FSS) fails to comply, without good cause, with the family's FSS Contract of Participation;
- If any member of applicant or participating family has engaged in or threatened abusive or violent behavior toward Authority personnel;
- Adverse information due to negative end of participation or any negative status (i.e. abandoned unit, fraud, serious lease violations, criminal activity, etc.) from previous participation in any housing assistance program.
- Violations of the “One Strike You’re Out” Policy.

Article VI. Removal from Waiting Lists

Section 6.01 Reasons for Removal

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active waiting list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

- Failure to timely respond to the Interview Letter;
- Failure to attend two scheduled interview appointments;
- Failure to respond to requests for information from the Authority;
- Applicant was clearly advised of a requirement to notify the Authority of continued interest, but has failed to do so;
- Failure to notify the Authority, in writing, of any address changes resulting in non-responsiveness of the applicant.;
- Failure to attend the Tenant Briefing Program;
- Failure to timely submit a Request for Approval of Tenancy to the Authority;
- Applicant is determined to be ineligible for assistance;
- Applicant knowingly supplies false information for personal gain in violation of application certification.
- Applicant requests removal.

If an applicant does not respond to the Authority’s request for information or update because of a disability, the applicant will be reinstated to the waitlist in accordance with HAGC’s Disability Policy.

Section 6.02 Procedures for Removal

All applicants will be notified by written communication, the method of which is selected by the applicant in the application, of the Authority's intention to remove the applicant from the waiting list. The notice will contain a brief statement of the reasons for the decision. The communication further explains the applicant family's right to an informal review to dispute the removal, which must be requested by the family, in writing, within 30 calendar days of the date of the letter. For applicants on the Housing Choice Voucher waiting list, those who decline one form of assistance

for another do not lose their place on the waiting list. Applicants who decline both forms of assistance may be removed from the waiting list. The Violence against Women Act of 2013 (VAWA) and HUD Regulations prohibit the Authority from denying an applicant admissions to the Programs “on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions.” See HAGC’s *VAWA Policies*, attached.

Article VII. Issuance of Assistance

Section 7.01 Family Interview

When selected from the waiting list, the family is interviewed by the Authority. Families must schedule an interview appointment within 10 calendar days of the date of the Interview Letter and attend the interview appointment where all documentation is collected and signed by the appropriate family members. The family will be notified in The Interview Letter of the necessary documents to bring to the interview. Following the interview, the family will have up to 14 calendar days to provide any requested information to the Authority. At the interview, the family will be provided an explanation of the program including the family’s responsibilities while receiving assistance. After the interview appointment, the family’s income, assets, medical costs, child care costs, disability, handicap or student status, qualification for the local preference(s), Social Security Numbers, eligible immigration status and any other facts impacting program eligibility, and will be verified in accordance with HUD’s hierarchy of verification. The applicant will be informed of a final eligibility determination when all information is verified. The Authority must obtain verification of eligibility no more than 60 days before initial issuance of a voucher. Failure to attend the interview, or timely provide all requested information, will result in removal from the waiting list. Being invited to attend an interview does not constitute admission to the program.

Section 7.02 Tenant Briefing Program

If after appropriate verification, the family’s anticipated annual income (calculated in accordance with Federal Laws and Regulations) is less than the appropriate Income Limit, as determined by the HUD, and the family satisfies all eligibility requirements, the family will be invited to attend a “Tenant Briefing Program” (TBP) Class. At the TBP the family will be provided an oral briefing to ensure the family understands the way the program operates and the family’s obligations under the program. The family will also be supplied a briefing packet containing the items and information specified in 24 C.F.R. § 982.301(b). Upon attending the TBP Class the family will be issued the Voucher for participation in the program. The voucher will include the unit size for which the family qualifies based on the Authority’s Subsidy Standards as well as the issue and expiration date of the voucher. The voucher is the document which authorizes the family to begin its search for a unit. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. The Authority will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without the Authority’s approval, will be denied assistance.

Section 7.03 Subsidy Standards

The subsidy standard is the criteria established by the Authority for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Requirements: The subsidy standard must provide for the smallest number of bedrooms needed to house the family without overcrowding, must comply with HQS space requirements, and must be applied consistently for all families of the same size and composition. There must be at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of opposite sex, other than husband and wife or children age six or younger will not be required to occupy the same bedroom or living/sleeping room.

- (a) **Exceptions:** The Authority will consider requests for an exception to the subsidy standards on a case-by-case basis. The family must request an exception to the subsidy standards in writing. The request should explain the reason for the request and how a larger/smaller unit would improve the current circumstances of the household. The Authority may grant an exception from the established subsidy standards if it is determined that an exception is justified because of the age, sex, health, handicap, or relationship of household members or other personal circumstances. However, for a single person, other than a disabled or elderly person or remaining family member, the exception may not override the limitation that family unit size for any family consisting of a single person must be either a zero or one-bedroom unit.
- (b) **Live in Aides:** A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. All requests for Live-in aides shall be treated in accordance with the Authority’s Live-in Aide Policy, attached.

Section 7.04 Housing Choice Voucher

- (a) **Submission of Requests for Tenancy Approvals**

The voucher is issued after the family has been certified eligible and briefed on program requirements or when the participant family wishes to move to another unit with continued tenant based assistance. The term of the Housing Choice Voucher will be suspended upon submission of a Request for Tenancy Approval (RFTA). Suspension shall mean stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. The RFTA form must be signed and dated by both the owner of the proposed unit and the head of the household and have a copy of the owner's proposed lease agreement attached. The suspension will end on the date the Authority approves or denies the RFTA and notifies the family in writing whether the request has been approved or denied. Suspension of terms will be documented by the Staff in the applicant's electronic file. If the Authority determines that the request cannot be approved for any reason, the Authority will instruct the owner and family what is necessary to approve the request or advise why the request cannot be approved. A family will initially be issued one RFTA form, but may request additional RFTA to allow concurrent submissions, if determined appropriate by the Supervisor. Families are responsible for communicating with the landlord to ensure that the RFTA has been properly and timely submitted to the Authority for approval.

- (b) **Requests for Extension**

The initial term of the Housing Choice Vouchers is sixty (60) days. If a household fails to submit a RFTA within the sixty (60) day term, the household may request an extension. The Housing Choice Vouchers will be extended for an additional term of up to sixty (60) days upon written request by the Housing Choice Voucher holder. Such request must be received

by the Authority prior to the initial expiration date. The length of the extended term will be at the discretion of the Intake Supervisor, or her designee. In determining the length of the extension, the Intake Supervisor shall consider the totality of the circumstances including the cause of the delay and reasonable efforts to secure housing during the delay. It is recognized by the Authority that many factors influence how quickly a Housing Choice Voucher holder can lease an acceptable unit. Illness, the weather (winter snow or summer heat), lack of public or private transportation, employment commitments, demands of children, disability, and other factors may delay the search for housing. The Authority may require applicants to submit periodic progress reports regarding their status on leasing a unit. Once the family's Voucher expires (including any extensions), the family is no longer eligible to search for housing assistance under the program and will be removed from the wait list.

Section 7.05 Limitations on non-residents

Applicants considered Non-residents at the time of registration must lease a unit within the Authority's operating jurisdiction during the initial year.

Section 7.06 Verification of Information

The Authority will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorizations from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The Authority will follow the verification process provided by HUD in Notice PIH 2010-19 and any subsequent guidance issued by HUD.

The table below lists factors to be verified along with the acceptable forms of documentation within each category

Verification Factor	Form of Documentation
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license
Divorced	Copy of certified divorce decree
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to

	household members 18 years and older.
Employment Income	The Authority will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: Beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next 12 months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding 12 months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next 12 months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next 12 months
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit

	schedule;
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a “trust instrument” that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship’s purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next 12 months; income tax forms which itemize medical expenses that are expected to continue over the next 12 months; copies of cancelled checks that verify

	payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The Authority will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: Attendant Care: • Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments. Auxiliary Apparatus: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
Residency	At least two of the following documents: Utility bill (electric, water, refuse, telephone, cable, or gas) <ul style="list-style-type: none"> • Checking or savings account statement from a bank or credit union • High school or college report card or transcript containing your address • Lease or rental agreement • Property tax bill, statement or receipt • Letter or official correspondence from IRS or state tax office, or any federal or local government agency • Deed/Title

	<ul style="list-style-type: none"> • Mortgage • Insurance Policy • Voters registration Card • Pay Stub • Pension or retirement statement • Court Order • New Jersey Drivers License or ID Card • Military Service Records • Federal/State Tax Return
Social Security Numbers	<p>The Authority must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> • An original SSN card issued by the Social Security Administration (SSA) • An original SSA-issued document, which contains the name and SSN of the individual • An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual. <p>The Authority may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged</p>
Displacement Status	This verification may be obtained from source of displacement project reported

Article VIII. Occupancy Policies

Section 8.01 Family Obligations

Obligations of the family are described in the HCV regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. A family's action or inactions in performing the following obligations affect both program eligibility and continued participation in the program. All changes in income or family composition must be reported to the Authority in writing within 14 calendar days after they occur.

- The family must supply any information that the Authority or HUD determines is necessary in the administration of the program, including submission of required

evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation;

- The family must supply any information requested by the Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements;
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with HUD requirements
- The family must be responsible for specific HQS breaches that are caused by the family's failure to pay any utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- The family must allow the Authority to inspect the unit at reasonable times after reasonable notice. Notice will be supplied in writing to the assisted unit. The Authority expects families to make themselves available for the inspection or make other arrangements as appropriate to allow for the scheduled inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination.
- The family must not commit any serious or repeated violations of the lease. Serious and repeated lease violations include, but may not be limited to, nonpayment of rent, disturbances of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. The Authority will determine if a serious or repeated lease violation has occurred based on available evidence including court-ordered eviction or owner's notice to evict, police reports and affidavits from owners, neighbors or other credible parties with direct knowledge ;
- The family must notify the Authority and the owner before the family moves out of the unit or terminated the lease on notice to the owner. The family must comply with Lease requirements and provide written notice;
- The family must promptly give the Authority a copy of any owner eviction notice;
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
- The family must have the composition of the assisted family residing in the unit approved by the Authority. The family must promptly inform the Authority of the birth, adoption or court-awarded custody of a child. The family must request Authority approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The authority will determine eligibility of the new member in accordance with its standard policies.
- The family must promptly notify the Authority if any family member no longer resides in the unit. The Authority will require proof of an alternative address for the removed individual
- Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family;
- The family must not sublease or let the unit. The Authority considers subleasing to include receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member;
- The family must not assign the lease or transfer the unit;

- The family must supply any information or certification requested by the Authority to verify that the family is living in the unit or that the family is absent from the unit;
- The family must not own or have any interest in the unit;
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs;
- The members of the household, or their guests, may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Section 8.02 Payment Standards and Small Area Fair Market Rents

In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03), the Authority is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining Housing Choice Voucher (HCV) payment standards using a metropolitan area-wide FMR, payment standards will use Fair Market Rent calculated for zip codes within the metropolitan area as determined and published by HUD. The revised payment standards, as determined by the Authority, must be within 90 percent to 110 percent of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018, the Authority shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018.

The Authority may establish an exception payment standard of not more than 120 percent of the published SAFMR if required as a reasonable accommodation in accordance with the Disability Policy contained within this *Administrative Plan*.

Section 8.03 Rent

Rent to Owner

Rent to owner is the total monthly rent payable to the owner under the lease for the unit. Rent to owner includes payment for any housing services, maintenance and utilities the owner is required to pay and provide for.

(b) The total tenant payment is the greater of: (1) 30% of the family's monthly adjusted income; or (2) 10% of the family's monthly income. At the time the Authority approves tenancy for initial occupancy of a dwelling unit, if the gross rent for the unit is greater than the payment standard for the family, the family share should not exceed 40 percent of the family's adjusted monthly income.

(c) Minimum Rents

- For the Moderate Rehabilitation Programs, the minimum total tenant payment is equal to \$0.

- For the Housing Choice Voucher Program, the minimum family contribution is equal to \$0.

(d) Utility Allowances

The Authority shall maintain utility allowance schedules by unit type and bedroom size in accordance with Federal Laws and Regulations. If applicable, The Authority will issue a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities to the tenant for the purpose of assisting with utility payments. However, The Authority may issue utility payments directly to the utility suppliers.

Section 8.04 Reasonableness of Rent

(a) Objectives

The Authority must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a comparable unit on the private unassisted market. Reasonable rent is defined as “a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market and 2) For comparable unassisted units in the premises. By accepting each monthly payment from the Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

(b) Determination of Reasonableness

To determine reasonableness of rent, the Authority obtains data of comparable unassisted units within the Authority's operating jurisdiction. The market data is obtained from various sources considering contract rent, tenant supplied utilities, age of unit, amenities, location, housing services, maintenance or utilities provided by the owner. Prior to approving the initial contract, and at the time of any increases in contract rent, the Authority will compare the gross rents of the comparable units to that of the target unit. If the gross rent of the target unit exceeds that of the comparable units, the Intake Supervisor or the Section 8 Supervisor, as appropriate, will review the file and determine whether or not to approve the rent.

(c) Changes in Rent

After the initial term of the lease, the owner may increase the rent. The owner must notify the Authority in writing of the increase at least 60 days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

Section 8.05 Family Absence from Dwelling

For purposes of this section, “absence” means that no member of the family is residing in the unit.

(a) Limitations on Absence

The family may be absent from the unit for brief periods. A family must notify the Authority in writing of any absences longer than 30 calendar days. Such notification should include the purpose of the absence. In no case can any absence exceed 90 consecutive calendar days. Housing assistance payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease will also terminate.

(b) Temporary Absences

Generally an individual who is or is expected to be absent from the unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the unit for more

than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. If the period of absence is expected to occur during the projected time frame for either annual re-examination or Housing Quality Standard (HQS) inspection, the family must make alternative arrangements to meet their family obligations that are acceptable to the Authority. If the assisted lease contains provisions regarding tenant absence from unit, the family must document that it has complied with these lease provisions. All Housing Assistance over-payments may be recouped from both the owner and the family for any unauthorized absences.

Absent Students: When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the Authority indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care: Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the Authority will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.

Absent Head, Spouse, or Co-head: An employed head, spouse, or co-head absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons: If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will seek verification of permanent confinement.

Verification of Absences

The Authority may verify family occupancy or absences, through letters to the family's subsidized unit, phone calls, home visits, or through questions to landlords or neighbors, as determined necessary.

(c) Resumption of assistance after an absence

The Authority must terminate the HAP contract for an assisted unit if the family is absent from the assisted unit for more than 90 consecutive calendar days. If this occurs, the family must submit a written request to continue in the Housing Choice Voucher Program within 14 days of the termination of the HAP contract. This request must be made in writing, and the family must subsequently provide all required information and documents by the specified deadline in order for the Authority to recertify continuing eligibility and issue a new voucher. If a request is not received, or if the family does not provide required documents by the established deadlines, the family will be notified that the family has been deemed to have voluntarily given up their HCV Section 8 assistance. If the family's HAP contract was terminated after the 90 day limit for a previously approved absence and the family cannot submit or complete a request for recertification within 14 days due to special circumstances beyond the family's control, which include, but are not limited to, hospitalization, convalescent care, or disability, the Executive Director may permit an additional period of time for the family to request readmission or resumption of assistance. Resumption of assistance will generally only be granted when a medical necessity, domestic

violence or other compelling circumstance was the cause for the absence. In such cases, the Authority will consider whether the family acted in a manner to attempt to fulfill their obligations under the program.

Section 8.06 Families Who Wish to Move With Continued Assistance

(a) Limitations on Moving

The Authority will not permit any family to move during the initial year of the assisted occupancy. After the initial year of assisted occupancy, a family, who is not in violation of any family obligations, may move, provided that they supply 60 calendar days written notice, prior to the first of the month, to both the landlord and to the Authority. The family must also be in compliance with all family obligations as set forth in 24 CFR 982.551 to be granted Authority permission to move. In any one year, a participant family may not move more than one time. The Authority may deny permission to move if there is not sufficient funding for continued assistance or the family is not in compliance with the program requirements and the Authority has grounds for denying or terminating the family's assistance. Such requests shall be documented with proper documentation demonstrating the Authority's inability to support the request. In the event the family's request is denied due to insufficient funding, the Authority will provide a letter to the tenant at the time the move is denied. The Authority shall consider a Family's request to move for thirty (30) days from the date the request was filed if there is insufficient funding to immediately grant the request. If funds become available within thirty (30) days which would allow the Family to move, the Authority shall notify the Family by a letter that funds are available, and that the request is granted.

(b) Requests to Move Prior to End of Lease

Should a participant notify the Authority that they wish to vacate a unit before the end of an assisted lease, the participant may only move with continued assistance if they provide the Authority with sufficient documentation demonstrating a Mutual Termination of Lease tenancy with the landlord. The family must also be in compliance with all family obligations as set forth in 24 CFR 982.551 to be granted Authority permission to move. In the cases where the landlord will not release the tenant, the tenant may only move with continued assistance upon the written approval from the Executive Director, or his designee. A participant's failure to provide proper notice to their landlord or the Authority before vacating an assisted unit will result in the delay, denial, or termination of housing assistance to the household.

(c) VAWA Protections

Restrictions on moves with continued assistance do not apply if the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

Section 8.07 Portability

Portability is the process of renting a dwelling unit; or purchasing a dwelling within Section 8 Tenant-based voucher assistance outside the jurisdiction of the Authority. Within the limitations of the regulations and this *Administrative Plan*, (see Section on Limitations of non-resents) a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the

unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. Portability assistance will not be provided for a participant family if the family has moved out of the assisted unit in violation of the lease. See exceptions for VAWA with the Authority's VAWA Policy.

Section 8.08 Continued Assistance When the Assisted Family Breaks up

Generally, when the assisted family breaks up the assistance will remain with the household members who remain in the contract unit. If the voucher holder passes away leaving only minor children in the assisted unit, the Authority may consider a request to transfer the voucher into the name of the individual named as guardian of the minor children. The decision of which family members continue to receive assistance will be made on a case-by-case basis considering the following factors: If any family members are caring and providing for minor children; If any family members are/were caring for an ill, elderly, or disabled adult; If any family members were forced to leave the unit as result of actual or threatened physical violence. If a court determines disposition of property between family members, the Authority must abide by the court's decision. If the family breaks up results from an occurrence of domestic violence, dating violence, sexual assault or stalking, the Authority must ensure that the victim retains the assistance. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family.

Section 8.09 Guests in the Assisted Household

A guest is a person temporarily staying in the assisted household with the consent of a member of the household who has express or implied authority to so consent. A guest staying in the assisted household greater than 14 days in a 12-month period without prior Authority approval will be considered to be living in the unit as an unauthorized household member and the household's assistance may be terminated.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations on guests as described above. The family must provide the Authority with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

A family may request an exception to this policy for valid reasons, for example, care of a relative recovering from a medical procedure. An exception will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.

In determining whether there is a violation of the guest policy, the Authority will consider, the absence of another permanent address, statements by landlords or neighbors, results of inspections, police reports, use of the tenants address for any non-temporary purposes, and any other factors relevant under the circumstances.

Section 8.10 Repayment Agreements

Families are required to reimburse the Authority if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse the Authority for the difference between the tenant rent that should have been paid and the tenant rent that was charged. The Authority must determine retroactive rent

amount as far back as the Authority has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the Authority may terminate the family's assistance. All repayment agreements must be in writing, dated, signed by both the family and the Authority, include the total retroactive rent amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case by case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by the Section 8 Supervisor. If the participant family receives a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities, the Authority may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes the Authority under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to the Authority will be pursued.

Article IX. Reexaminations

Section 9.01 Annual Reexaminations

The Authority will reexamine the income and composition of families annually. The annual reexamination determines the continued eligibility of the family, and establishes the payment to be made on behalf of the family. All reexaminations will be performed in accordance with Federal Law and Regulations. It is the family's obligation to provide the Authority with all requested information required to complete the reexamination in a timely manner. The family's failure to do so may result in a delay of the reexamination and a waiver of the family's right to receive 30 days notice of an increase in the family's rental portion. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the Authority by the date specified, and this delay prevents the Authority from completing the reexamination as scheduled.

Section 9.02 Interim Reexaminations

As indicated in Family Obligations, a family is required to report all changes in income and family composition to the Authority. All changes must be reported in writing within 14 calendar days. An interim reexamination will be performed for participant families when there is a change in family composition or the family's anticipated annual income is believed to have decreased or increased. The examination will occur within a reasonable time. The family has an obligation to supply all the documents requested to complete the interim. Failure to supply the requested documents will result in adverse action against the family as deemed appropriate or inability of the Authority to complete the interim. If the tenant rent or family rent decreases, the effective date the HAP will be adjusted will be the 1st of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the 1st of the month after the family has received 30 calendar days notice of such increase. The Authority may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. At the Executive Director's discretion, the Authority reserves the right to not perform an interim recertification from the point of voucher issuance until after 6 months of an assisted family's contract. An interim reexamination will not occur when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity. In the event a family experiences a

temporary decrease in income, the Authority will perform an interim reexamination based on the current circumstance, which may temporarily reduce the tenant's share. When the income of the family stabilizes, another interim reexamination will be performed to adjust the tenant's share accordingly. See the Authority's Policy for Zero Income Families.

Section 9.03 Obligation to Provide Information

Families are required to timely supply all requested information, as described in the reexamination notice, to the Authority. If the assisted family head of household does not respond to the reexamination notification, the Authority will send a second notice requiring the missing documents or information to be supplied within seven business days. If the assisted family does not respond to the second notice, the Authority will send a termination notice to both the family and the owner.

Section 9.04 Notification of Reexamination

The Authority will notify the family and the owner of the results of the annual reexamination in writing. The notice will include the amount and effective date of the new HAP, the amount and the effective date the new family share of the rent, and the amount and the effective date of the new rent to owner.

Section 9.05 Discrepancies

If during a reexamination, the Authority discover information previously reported by the family was in error, that the family intentionally misrepresented information, or that an error was made by the Authority, corrections will be made and the family may be subject to a repayment agreement and/or termination.

Section 9.06 Verification of Assets

For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

Article X. Housing Quality Standards/ Inspections

Section 10.01 Owner and Family Responsibilities

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

Section 10.02 Regular Inspections

The Authority shall require that all assisted units be maintained in accordance with Housing Quality Standards (HQS) as provided in *24 CFR 982.401*, as established by HUD. Biennial inspections, and inspections prior to commencing housing assistance payments contracts for units with landlords, are performed in accordance with the HQS performance requirements and acceptability criteria. The Authority reserves the right to perform annual inspections for particular units or families, and shall document the file with the reason supporting the annual inspection. Both the family and the owner will be provided reasonable notice of all inspections. Except in the case of life-threatening emergencies, reasonable notice is considered to not be less than 48 hours. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination. The Authority will notify the owner and the family of the HQS determination. Failed items must be verified as corrected within the appropriate time frame and before the beginning of the initial lease term and prior to the HAP contract execution.

Section 10.03 Special Inspections

Special inspections also may be performed at the request of the owner, family, or as determined necessary by the Authority. During a special inspection, the inspector will generally only inspect those deficiencies which are reported. However, the inspector will record any additional HQS deficiencies or violations of family obligations. In the event that an active vermin or rodent infestation is reported to the Authority, the Authority will accept documentation from a verifiable third party that the infestation exists.

Section 10.04 Quality Control Inspections

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Section 10.05 Repairs

Owners shall be given a reasonable amount of time, 30 days, to make repairs to units, in accordance with Federal Rules and Regulations. For conditions that are not life-threatening, the Authority may grant extensions of time to make repairs upon the request of the owner, if the Authority determines the extension is appropriate. All life-threatening HQS deficiencies must be corrected within 24 hours from the inspections. If the violations are not corrected by the deadline date, the Authority may suspend payment or terminate the HAP Contract. These procedures place ultimate responsibility for the correction of any HQS violation found during an inspection with the owner. However, the owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. The Authority may terminate assistance to a family because of HQS breach caused by the family. The Authority will verify that necessary repairs have been completed by the end of the corrective period, or any Authority approved extension. The Authority will determine the verification process based on the severity of the corrections and/or its experience with the owner and knowledge of the property. The Authority

may require a re-inspection to verify that repairs were completed. If required, the family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the Authority will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with Authority policies. If the Authority is unable to gain entry to the unit in order to conduct the scheduled reinspection, the Authority will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

Section 10.06 Life Threatening Conditions

The following conditions are considered life threatening conditions:

Gas leak; Exposed/arcing electrical; Structural damage: collapsed walls, floors, ceiling; Exposed broken glass; Missing or inoperable smoke detector; Lack of a functioning flush toilet in a one bathroom unit; Lack of security of the unit; Plumbing leaks or flooding; Lack of permanent functioning heating equipment if inspection occurs during the months of November—March; Vermin infestation; No water, gas or electric service.

When life threatening conditions are identified, the Authority will immediately notify both the owner and family and specify who is responsible for correcting the violation.

Section 10.07 Abatement of Housing Assistance Payments

When a unit fails to meet the HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the housing assistance payment will be abated (not paid). For tenant caused deficiencies, the owner will not be held accountable and the housing assistance payment will not be abated. The owner will not be penalized for delays in inspections of the repairs as long as they have notified the Authority that the repairs had been made. During any abatement period the family continues to be responsible for its share of rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as a cause for eviction.

Section 10.08 Inspection of PHA-owned Unit

The Authority must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in an Authority-owned unit. An Authority - owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the Authority.

Section 10.09 Enforcing Family Compliance with HQS

Families are responsible for correcting any HQS violations listed in the above section-Family Responsibilities. If the family fails to correct a violation within the period allowed by the Authority (and any extensions), the Authority will terminate the family's assistance, according to the policies described in this Policy. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

Article XI. Owner Participation

Section 11.01 Proof of Ownership

For purposes of this section, “owner” includes a principal or other interested party. In addition to the owner's certification on the Housing Assistance Payments Contract, it is the policy of the Authority to verify ownership of the assisted unit. A landlord who wishes to participate in the Program must provide proof of ownership of the property rented under the program; e.g., tax bill or other appropriate legal documentation. A landlord currently participating in the Program must provide current proof of ownership, when requested. A landlord must provide a Tax ID number for the property under contract upon entering the program and/or when requested. A landlord must also provide the Authority a copy of the Landlord Registration Form in accordance with the Landlord Identity Law, *NJSA 46:8-27 et seq.* and *NJAC 5:29-1.1*

Section 11.02 Owner’s Responsibility to Screen

The owner is responsible for screening and selection of the family to occupy the owner's unit. The Authority does not screen applicants for family behavior or suitability for tenancy and has no liability or responsibility to the owner for the family’s behavior or suitability for tenancy.

Section 11.03 Providing Information to Owners

The Authority must provide interested owners with the family's last known address, current landlord, and prior landlord, if known. The Authority's policy on providing information to owners will be communicated to the families, in writing, at the time of admission or upon a family requesting to move to another unit.

Section 11.04 Disapproval of Owners

The Authority will deny lease approval if it required to do so in accordance with 24 C.F.R. § 982.306 and for the following reasons:

- The Authority is required to deny approval by state law;
- The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
- A court or administrative agency has determined that the owner violated the Fair Housing Act;
- For all new admissions and moves after June 17, 1998, if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities;
- The Authority has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424;

Further, in the following circumstances, the Authority may deny approval of an assisted tenancy of the following reasons:

- The owner is not willing to make the necessary repairs for the unit to conform to Housing Quality Standards or the owner will not permit the Authority's staff to perform a Housing Quality Standards Inspection;

- The owner has a history or practice of noncompliance with Housing Quality Standards for tenant-based programs, or housing standards for project-based assistance under any Federal housing program, including a failure to make timely utility payments;
- The owner has committed fraud, bribery, or any other corrupt or criminal act involving any Federal housing program;
- The owner has engaged in drug trafficking;
- The owner has a history or practice of renting units that fail State or local housing codes;
- The owner has not paid State or local real estate taxes, fines, or assessments;
- The owner has refused (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the premises by tenants, employees of the owner, or neighbors;
- The owner has engaged in any drug related or violent criminal activity;
- The owner has violated obligations under the Section 8 HAP contract;
- The owner has a history or practice of harassing or threatening tenants or the Authority's staff.

Section 11.05 Housing Assistance Payment Contacts

The HAP contract represents a written agreement between the Authority and the owner of the dwelling unit occupied by a HCV assisted family. The contract specifies the owner's responsibilities under the program, as well as the Authority's responsibilities. Under the HAP contract, the Authority agrees to make housing assistance payments to the owner on behalf of a specific family approved by the Authority to occupy a specific unit. The Authority will distribute the housing assistance payments, in accordance with the Housing Assistance Payments Contract, to the landlords. Housing assistance payments may only be paid to the owner during the lease term, and while the family is residing in the unit. In the event that the checks are forwarded to the post office late because HUD is late in transferring the funds or for any other reasons beyond the control of the Authority, the Authority shall not be held responsible for late fees.

Section 11.06 Changes in Ownership

The HAP contract cannot be assigned to a new owner without the prior written consent of the Authority. An owner under a HAP contract must notify the Authority in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the Authority and be qualified to be an owner. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the Authority finds acceptable.

Section 11.07 Outreach to Owners Outside Areas of Low-Income or Minority Concentration

The Intake and Section 8 Departments continuously market program utilization among property owners outside areas of low income and minority concentration, as determined by census data. A history of the Authority has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners

Guide is available on the Authority's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff is readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with Social Serve website. The Authority staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, The Authority provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, child care availability, shopping and public transportation.

Article XII. Termination of Assistance

HUD Regulations specify mandatory and discretionary grounds for which the Authority can terminate a family's assistance.

Section 12.01 Mandatory Denial or Termination of Assistance

Applicant families must be denied assistance or participant families must have their assistance terminated for any one of the following reasons:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement was required. If a family moves after the owner has given the family an eviction notice for serious or repeated lease violation but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the Authority will review all available evidence to determine if the family has in fact committed a serious or repeated violation of the lease and may terminate assistance if appropriate.
- The Authority determines that any household member is currently engaged in the use of illegal drugs;
- The Authority has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing;
- The Authority discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admissions and was erroneously admitted after June 25, 2001.
- If SSN disclosure requirements are not met;
- If any family member fails to sign and submit required consent forms regular for interim reexamination;

- If the Authority determines that a family member has knowingly permitted an individual ineligible for assistance to reside in the assisted unit;
- If a family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612;
- If a family was evicted from housing assisted under the program for serious violations of the lease;
- The family no longer requires assistance such that the HAP payment is zero, the family's assistance will be terminated automatically 180 days after the last HAP payment.
- The family request that the Authority terminate assistance payments on behalf of the family. The request to terminate must be made in writing and signed by the head of household, co-head and spouse, if applicable.
- Death of a sole family member.

Section 12.02 Discretionary Denial and Mandatory Policies

The Authority will terminate a family's assistance for the following reasons:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment or the premises by other residents.
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity.
- Any household member has violated the family's obligation not to engage in violent criminal activity.
- The family has failed to comply with any family obligations under the program.
- The family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts the PHA has paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family has breached the terms of a repayment agreement entered into with the Authority.
- The family member has engaged in threatening, violent or abusive behavior toward the Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence.
- Absence from the unit as described under the Authority's Occupancy Policies.
- If the Authority determines, in accordance with HUD requirement, there is insufficient funds to support continued assistance for families in the program.

In the alternative, the Authority may impose sanctions on a case by case basis. In deciding whether to take the following adverse action, the Authority has discretion to consider all of the

circumstances in each case, including the seriousness of the case, the extent of participation of individual family members, and the effects of denial on other family members who were not involved in the action or failure.

Section 12.03 Alternatives to Termination of Assistance

As a condition of continued assistance, the Authority may impose conditions upon the family that must be satisfied to avoid adverse action. Conditions may include:

- Change in household composition including the removal of any household member who participated in or was responsible for the offense;
- Repayment of Family Debts;
- Continued monitoring including ongoing inspections or requirement to provide documents;
- Limiting the methods of communication the family may have with the Authority.

Section 12.04 Procedures for Termination

The Authority will provide written notice of the termination of assistance to the family and the owner when the family's assistance is to be terminated. The notice will include the date the termination will be effective, which will be at least 30 calendar days following the date of termination. If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination will contain the necessary information about requesting a hearing.

Article XIII. Grievance Procedures

The purpose of the Authority's informal review and informal hearing policy is to ensure that a decision to deny or terminate housing assistance complies with the regulations of HUD and administrative policies of the Authority. For details on the grievance procedures, please consult *The Authority's Grievance Procedure Policy*.

Article XIV. Insufficient Funding

The Authority may terminate HAP contracts if the Authority determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. If the Authority determines there is a shortage of funding, prior to terminating any HAP contracts, the Authority will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the Authority will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, the Authority will inform the local HUD field office. The Authority will terminate the minimum number needed in order to reduce HAP costs to a level within the Authority annual budget authority. If the Authority must terminate HAP contracts due to insufficient funding, the Authority will do so in accordance with the following criteria and instructions: HAP Contracts in place on behalf of HCV program participants who have been on the program the longest will be the first HAP Contracts terminated in the event of insufficient program funding. In accordance with HUD requirements, the Authority will protect the interests of the near-elderly, elderly, and

disabled. These families will not have their HAP Contracts terminated due to insufficient program funding.

Article XV. Project Based Vouchers

Project Based Vouchers shall be governed by the provisions contained within Federal Regulations, 24 CFR 983. Upon the designation of Section 8 Housing Choice Vouchers as project based, the Authority may enter into project-based HAP contracts with landlords of existing dwelling units. The Administrative Procedures as detailed throughout this document shall also govern Project-Based Vouchers (PBV), except where noted below. Further, the following provisions of the Section 8 Housing Choice Voucher do not apply to PBV assistance: Provisions on issuance or use of a voucher; provisions on portability; provisions on shared housing, manufactures home space rental and homeownership option.

Section 14.01 Tenant Selection

The Authority shall maintain a separate waiting list for both tenant-based assistance and PBV assistance. The Authority will maintain a separate waiting list for each bedroom size of project-based units available. All admissions into the project-based Voucher Program shall be in accordance with the income targeting requirements. The Authority shall monitor the targeting requirements of the tenant-based and project-based Section 8 Housing Choice Voucher Programs jointly in accordance with the Section 8 Administrative Plan. The Authority does not screen applicants for family behavior or suitability for tenancy.

Section 14.02 Information for Accepted Families

When a family accepts an offer for PBV assistance, the Authority must give the family an oral briefing and an information packet. The oral briefing will include information on how the program works, the family responsibilities and the owner responsibilities. The information packet must information on how the total tenant payment for the family is determined, the family obligations under the program and applicable fair housing information

Section 14.03 Unit Inspections and Housing Quality Standards

The Authority shall apply HQS standards to all inspections performed at units under a project-based HAP contract. All units shall be inspected at least biennially and at the special request of the assisted tenant and/or landlord. The Authority must vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The Authority may not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

Section 14.04 Vacant Units

The Authority may approve vacancy payments to a landlord for project-based units under contract for a maximum of 60 days. The Authority will only make such payments, upon the written request of the owner. The written request must contain sufficient documentation which proves the vacancy is not the fault of the owner, and that the owner has taken every reasonable step to minimize the extent and likelihood of vacancies.

Section 14.05 Family Choice to Move with Continued Assistance

The HAP Contract will provide that a family may move out of the project-based unit after 12 months. The Authority will offer the family available tenant-based rental assistance under the Section 8 Housing Choice Voucher Program if, after the first 12 months, the family moves in good standing. However, the Authority may not issue tenant-based vouchers targeted for special purposes unless the family meets the criteria. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

Section 14.06 HAP Contract Terms & Rents

The Authority will enter into HAP Contracts with landlords for a term of up to 10 years, subject to the availability of appropriations and future availability of funding the Authority's Annual Contributions Contract with HUD. The Authority will only approve gross rents that do not exceed 110% of the Fair Market Rent as most recently determined by HUD and are reasonable in comparison with rents charged for comparable units in the private unassisted market.

Section 14.07 Family occupancy of wrong-size or accessible unit.

The Authority's subsidy standards determine the appropriate unit size for the family size and composition. If the Authority determines that a family is occupying a Wrong-size unit, or Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Authority must promptly notify the family and the owner of this determination, and of the Authority's offer of continued assistance in the form of Project-based voucher assistance in an appropriate-size unit (in the same project or in another project); or if not available Tenant-based rental assistance under the voucher program.

Article XVI. Homeownership Option

Section 15.01 Objectives

The homeownership option will be used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under the homeownership option may be a newly admitted or existing participant in the HCV Program.

Section 15.02 Forms of Homeownership Assistance

The Authority may provide one of two forms of homeownership assistance for a family: (1) Monthly homeownership assistance payments; or (2) A single down-payment assistance grant only as a reasonable accommodation to a person with disabilities in accordance with Federal Regulations. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA. It is the sole responsibility of the Authority to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The Authority will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The Authority may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the Authority has otherwise opted not to implement a

homeownership program. The family chooses whether to participate in the homeownership option if offered by the Authority. The Authority must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with Federal Regulations.

Section 15.03 Participation in Homeownership

The Authority must have the capacity to operate a successful Section 8 homeownership program. The Authority has the required capacity if it satisfies either one of the following.

1. The Authority establishes a minimum homeowner down payment requirement of at least 3% of the purchase price for participation in its Section 8 homeownership program, and requires that at least 1% of the purchase price come from the family's personal resources;
2. The Authority requires that financing for purchase of a home under its Section 8 homeownership program: I. Be provided, insured, or guaranteed by the state or Federal government; II. Comply with secondary mortgage market underwriting requirements; or III. Comply with generally accepted private sector underwriting standards; or
3. The Authority otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

Section 15.04 Family Eligibility

Before commencing homeownership assistance for a family, the Authority must determine that all of the following initial requirements have been satisfied: 1. The family is qualified to receive homeownership assistance; 2. The unit is eligible; and 3. The family has satisfactorily completed the Authority program of required pre-assistance homeownership counseling. The Authority is responsible for complying with the authority listed in Section 58.6 requiring the purchaser to obtain and maintain flood insurance if necessary. The Authority may not provide assistance for a family unless it determines the family satisfies all the requirements listed below at commencement of Homeownership assistance

Family Qualifications

1. The family must be a current participant or newly admitted participant into the HCV Program;
2. The family must be a "first-time homebuyer"
3. The family must satisfy the minimum income requirements,
4. The family must satisfy the employment requirements,
5. The family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership option,
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home;
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with Federal Regulations regarding homeownership assistance;
8. The family also satisfies the following initial requirements established by the Authority. (i) The family must have a down payment of at least 3% of the purchase price of the home. At least 1% of the purchase price must come from the family's personal resources. (ii) The family must obtain financing that is

provided, insured, or guaranteed by the state or Federal government; Comply with secondary mortgage market underwriting requirements; or Comply with generally accepted private sector underwriting standards. (i) The family must meet the other requirements as described below.

First Time Home Ownership Requirements

At commencement of Homeownership Assistance for the Family, the family must any of the following:

(1) A first-time homeowner; (2) A cooperative member; or (3) A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with Federal Regulations.

Income Requirements

(1) Upon commencement of monthly homeownership assistance payments for the family, or at the time of a down payment assistance grant for the family, the family must demonstrate that the annual income, as determined by the Authority in accordance with Section 5.609 of the Federal Regulations, of the adult family members who will own the home at commencement of homeownership assistance is not less than:

(i) In the case of a disabled family, as described in Section 5.403 (b) of the Federal Regulations, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or

(ii) In the case of other families, the Federal minimum wage multiplied by 2,000 hours.

(2)

(i) Except in the case of an elderly family or a disabled family, the Authority shall not count any welfare assistance received by the family in determining annual income under this section.

(ii) The disregard of welfare assistance income under paragraph (b) above only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect: a. the determination of income-eligibility for admission to the voucher program; b. calculation of the amount of the family's total tenant payment (gross monthly contribution); or c. Calculation of the amount of homeownership assistance payments on behalf of the family.

(iii) In the case of an elderly or disabled family, the Authority shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum requirement.

(3) The Authority elects not to establish a minimum income standard that is higher than those required in paragraph 3 c (1) and (2).

Employment Requirements

1. Except as provided in paragraph (2) below, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

(i) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and

- (ii) Has been continuously so employed during the year before commencement of homeownership assistance for the family.
2. The Authority shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The Authority may count successive employment during the year. The Authority may count self employment in a business. The Authority shall make determinations regarding continuous employment on a case by case basis.
3. The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the Authority shall grant an exemption from the employment requirement if the Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with part 8 of this title.

Other Requirements

1. The Authority will not approve assistance if any member has previously defaulted on a mortgage under the Section 8 HCV homeownership option.
2. The Authority shall provide a preference to families participating in the FSS Program, however, shall not limit the participation to such families.
3. The Authority shall require all eligible families satisfactorily complete budget and credit counseling. Additionally, eligible families must repair their credit where determined necessary by the Authority, before participating in the homeownership option. The family must be able to qualify for a mortgage.
4. Eligible families must attend and satisfactorily complete pre-assistance homeownership counseling.
5. The budget, credit, and pre-assistance counseling shall be provided by a HUD-approved agency or will be consistent with the homeownership counseling provided under HUD's Housing Counseling Program.

Disqualifying Factors

THE AUTHORITY WILL NOT COMMENCE HOMEOWNERSHIP ASSISTANCE FOR A FAMILY THAT INCLUDES AN INDIVIDUAL WHO WAS AN ADULT MEMBER OF A FAMILY AT THE TIME WHEN SUCH FAMILY RECEIVED HOMEOWNERSHIP ASSISTANCE DEFAULTED ON A MORTGAGE SECURING DEBT INCURRED TO PURCHASE THE HOME.

Home Search

The Authority will allow the family to search for a suitable home for 60 days. Upon a written request from the family, the Authority may allow for an additional 60 days. The request must be received by the Authority prior to the expiration date of the initial 60 days. 2. The Authority shall require a written progress report on the family's progress in finding and purchasing a home after 30 days and each 30 days thereafter. 3. If the family is unable to purchase a home within the maximum time established (120 days) the Authority will issue the family a voucher.

Section 15.05 Unit Eligibility

The Authority must determine that the unit satisfies all of the following requirements.

1. The unit is eligible.

2. The unit is either under construction or already existing at the time the family enters into the contract of sale.
3. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.
4. The unit has been inspected by an Authority Inspector and by an independent inspector designate by the family.
5. The unit satisfies Housing Quality Standards (HQS).

Purchase of home where family will not own fee title to the real property

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and
2. The family has the right to occupy the home site for at least forty years.

Authority disapproval of seller

The Authority will not commence homeownership assistance for occupancy of a home if the Authority has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under part 24 of the Federal Regulations.

Authority –owned units

Homeownership assistance may be provided for the purchase of a unit that is owned by the Authority that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the Authority), only if all of the following conditions are satisfied: 1. The Authority must inform the family, both orally and in writing that the family has the right to purchase any eligible unit and an Authority owned unit is freely selected by the family without Authority pressure or steering; 2. The unit is not ineligible housing; 3. The Authority must obtain the services of an independent agency in an accordance with 982.352 (b)(1)(iv)(B) and (C), to perform the following Authority functions: I. Inspection of the unit for compliance with the HQS, in accordance with 982.631(a); II. Review of independent inspection report, in accordance with 982.631(b)(4); III. Review of contract of sale, in accordance with 982.631(c); and IV. Determination of the reasonableness of the sales price and the Authority provided financing, in accordance with 982.632 and other supplementary guidance established by HUD.

Section 15.06 Home Inspections

A. The Authority may not commence monthly homeownership assistance payments or provide a down payment assistance grant (as a reasonable accommodation) for the family until the Authority has inspected the unit and has determined that the unit passes HQS. The Authority elects to perform HQS inspections for the term of the homeownership assistance on an as needed basis, but not less than annually.

B. Independent Inspection.

1. The unit must also be inspected by an independent professional inspector selected by and paid by the family.
2. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

3. The Authority may not require the family to use an independent inspector selected by the Authority. The independent inspector may not be an Authority employee or contractor, or other person under control of the Authority. However, the Authority will require the inspector to be a licensed home inspector in the State of NJ.
4. The independent inspector must provide a copy of the inspection report both to the family and to the Authority. The Authority may not commence monthly homeownership assistance payments, or provide a down payment assistance grant for the family, until the Authority has reviewed the inspection report of the independent inspector.

Section 15.07 Contract of Sale

1. Before commencement of monthly homeownership assistance payments or receipt of a down-payment assistance grant (when permitted as a reasonable accommodation to a person with disabilities), a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Authority a copy of the contract of sale.
2. The contract of sale must: I. Specify the price and other terms of the sale by the seller to the purchaser. II. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser. III. Provide that the purchaser is not obligated to purchase the unit unless the inspection is not satisfactory to the purchaser. IV. Provide that the purchaser is not obligated to pay for any necessary repairs. V. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

Section 15.08 Disapproval of Owner

The Authority may deny approval of a seller for any reason provided for disapproval of an owner in 24 CFR 982.306(c).

1. The Authority must not approve a contract of sale if the Authority has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24CFR Part 24.
2. When directed by HUD, the Authority must not approve a contract of sale if: I. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or II. A court or administrative agency has determined that the seller violated the Fair Housing Act or other federal equal opportunity requirements.
3. The Authority may deny approval to sell a unit from a seller for any of the following reasons: I. The seller has violated obligations under a HAP contract under Section 8 of the 1937 Act. II. The seller has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; III. The seller has engaged in any drug-related criminal activity or any violent criminal activity; IV. The seller has a history or practice of non-compliance with

- the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program; V. The seller has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: a. Threatens the right to peaceful enjoyment of the premises by other residents; b. Threatens the health or safety of other residents, of employees of the Authority, or of seller employees or other persons engaged in the management of housing; c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or d. Is drug-related criminal activity or violent criminal activity; or meet State or local housing codes; or e. The seller has not paid State or local real estate taxes, fines, or assessments.
4. The Authority must not approve a unit if the seller is the parent, child, grandparent, grandchild, sister or brother of any member of the family; unless the Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against Authority approval of a unit applies at the time the family initially receives monthly homeownership assistance or a down-payment assistance grant for the purchase of a particular unit. 5. Nothing in this Policy is intended to give any seller any right to participate in the program. 6. For the purposes of this section, "seller" includes a principal or other interested party.

Section 15.09 Financing Purchase of Home

A. The family is responsible for obtaining financing. The Authority will develop partnerships with lenders and provide guidance to the family, but will not require a specific lender.

B. The Authority will approve the lenders/financing on a case by case basis. The Authority will review the lender qualifications and the loan terms before authorizing homeownership assistance. The Authority may disapprove the proposed financing if it determines that the debt is unaffordable, or if the Authority determines that the lender or loan terms do not meet the Authority's qualifications.

C. The Authority shall prohibit the following types of financing. 1. Seller financing; 2. Balloon payment mortgages.

Section 15.10 Distribution of Homeownership Assistance Payment

A. Amount of monthly homeownership assistance payment.

While the family is residing in the home, the Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standards minus the total tenant payment; or
2. The family's monthly homeownership expenses minus the total tenant payment.

B. Payment Standard for family

1. The payment standard for a family is the lower of: I. The payment standard for the family unit size; or II. The payment standard for the size of the home
2. If the home is located in an exception payment standard area, the Authority must use the appropriate payment standard for the exception payment standard area.

3. The payment standard for a family is the greater of: I. The payment standard (as determined in accordance with b (1) and b (2) of this section at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home. II. The Authority must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to Section 982.402 and 982.503 for the homeownership option as for the rental voucher program.

C. Determination of homeownership expenses

1. Monthly mortgage (principal plus interest);
 2. Monthly real estate taxes and public assessments on the home (annual amount divided by 12 months);
 3. Monthly utilities (based on the Authority's Utility Allowance Worksheet). Monthly water & sewer. (Utilities shall not include telephone or cable expenses.)
 4. Monthly homeowners insurance (annual premium divided by 12 months).
 5. Cooperative or condominium fees that are not elective (for example a pool membership is not included).
 6. Authority allowance for maintenance expenses;
 7. Authority allowance for major repairs and replacements;
 8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of the Federal Register.
- D. Homeownership expenses for a cooperative member may only include amounts allowed by the Authority to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 3. Home insurance;
 4. The Authority allowance for maintenance expenses;
 5. The Authority allowance for costs of major repairs and replacements;
 6. The Authority utility allowance for the home and
 7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of the Code of Federal Regulations;
 8. Land lease payments (where a family does not own fee title to the real property on which the home is located).

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. Payment to lender or family. The Authority must pay the homeownership assistance payments as follows:

1. The Authority shall make monthly payments either directly to the assisted family or directly to the lender as determined on a case by case basis in order to comply with the underwriting requirements of family's mortgage.
2. The Authority shall require the family to provide documentation from the mortgage company that the monthly mortgage amount is paid. Such requests shall be from time to time as determined necessary by the Executive Director, or his designee.
3. Should the family not cooperate with the Authority's requests, the family may be subject to termination from the Section 8 Housing Choice Voucher Program.
4. In cases where the monthly homeownership assistance is paid directly to the family, if the family is not making their mortgage payment in a timely manner, the Authority reserves the right to send homeownership assistance payments, for the respective family, directly to the mortgage company.

G. Automatic termination of homeownership assistance. Homeownership assistance for a family terminates automatically after 180 calendar days after the last homeownership assistance payment on behalf of the family.

Section 15.11 Down payment Assistance Grants

- A. General - The Authority may provide a single down payment assistance grant for a family with a disabled family member that has received tenant based or project based rental assistance in the Section 8 Housing Choice Voucher Program only in those cases where a down-payment assistance grant would result in a reasonable accommodation.
- B. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.
- C. The Authority shall not permit the down payment grant to be applied to closing costs.
- D. Maximum down payment grant. A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.
- E. Payment of down payment grant. The down payment assistance grant shall be paid at the closing of the family's purchase of the home.
- F. Administrative fee. For each down payment assistance grant made by the Authority, HUD will pay the Authority a one-time administrative fee.
- G. Return to tenant-based assistance. A family that has received a down-payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and the Authority's policies. However, the Authority may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest

- in the home purchased with homeownership assistance. Further, eighteen months must have passed since the family's receipt of the down-payment assistance grant.
- H. Implementation of down payment assistance grants. The Authority may not offer down payment assistance under this paragraph until HUD publishes a notice in the Federal Register.

Section 15.12 Family Obligations

In order to remain eligible for continued assistance, the family must

- (a) Occupy the home as the family's sole residence;
- (b) Comply with mortgage terms;
- (c) Report changes in family composition to the Authority;
- (d) Comply with the family obligations of the HCV Program;
- (e) Supply information as required by the Authority concerning refinancing or payment of debt; sale or transfer of any interest in the home; or homeownership expenses;
- (f) Notify the Authority before moving out of the home and of any mortgage default;
- (g) Comply with any additional Authority requirements, such as ongoing counseling and HQS Inspections; and
- (h) Execute a written statement that the family agrees to comply with all family obligations for homeownership assistance.

A Family must not:

- (i) Sublet or lease the home;
- (j) Acquire ownership interest in a second residence or any other residential property.

Section 15.13 Move with Continued Assistance

The family may move with continued assistance provided (homeownership or rental) provided they are in good standing. The Authority will not commence continued assistance of a new unit if any family member owns title or any other interest in the prior home. B. The Authority shall only approve one move during any one-year period. For continuation of assistance in a new unit, the family must meet all initial eligibility requirements except for the first-time homeowner requirement. The Authority will determine on a case by case basis if additional counseling is required.

Section 15.14 Time Limits

If the initial mortgage is 20 years or more, the maximum term of homeownership assistance is 15 years. In all other cases, the term shall be 10 years. The time limits do not apply to families that qualified as elderly at the start of the homeownership assistance or to families that qualify as disabled at any time during the homeownership assistance. Should the family cease to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date the assistance commenced. In no case shall the assistance be less than 6 months from the date of initial purchase. Time limits shall be applied from the date of initial purchase, regardless of whether the family moves to a new unit.

Section 15.15 Denial or Terminations

The common terms of denial or termination of the Section 8 HCV Program, which includes the homeownership option, are described in Article VIII. In the event of a mortgage default the Authority must terminate assistance and not allow the family to move with continued assistance, including rental assistance.

Charges to the Administrative Fee Reserve

In no event shall amounts be charged to the Section 8 Net Restricted Assets account (also referred to as the Administrative Fee Equity Account) without formal approval from the Board of Commissioners through Board Resolution. In the event HUD will not provide funding for units under lease in excess of the Annual Contributions Contract, the Authority must identify funds to pay for such units and may only do so by formal approval from the Board of Commissioners through Board Resolution. Should funds not be available to pay for over-leased units, the Authority may have to terminate rental assistance contracts. Such contracts will be selected by determining the clients who are relying on the Section 8 assistance the least. The action to determinate assistance for over-leased units may only be done by formal approval from the Board of Commissioners through Board Resolution.

Housing Authority of Gloucester County

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability:

This Violence Against Women Act Policy implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with *24 CFR Part 5, Subpart L*, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of *24 CFR parts 200, 247, 880, 882, 883, 884, 886 and 891*, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices

II. Goals and Objectives:

This policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing the Authority's properties and programs, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by the Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- D. Cooperating, with others, information and maintenance of collaborative arrangements between the Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by the Authority; and
- E. Responding in accordance with the Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by the Authority.

III. Definitions:

The Authority shall implement all definitions as established in *24 CFR 5.2003*

IV. Admissions and Screening

Non-Denial of Assistance. The Authority will not deny admission an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is other qualified for admissions. Further, the Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with the Authority solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

V. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, specific protections, which will be observed by the Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, the Authority shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

ii. Nothing contained in this paragraph shall be construed to limit the Authority’s ability to evict or terminate from assistance any tenant or lawful applicant if the Authority as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated

from assistance. In order to demonstrate an actual or imminent threat, the Authority must have objective evidence of words, gestures, action or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by the Authority only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

B. Removal of Perpetrator. Further, notwithstanding the above or Federal, State or local law to the contrary, the Authority, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Authority. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance

VI. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. By completing a HUD-approved form;
2. Other documentation - by providing to the Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury;
3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence,

dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

The Authority may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct results of the applicant or tenant being a having been a victim.

B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Authority to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. The Authority may grant an extension during which no adverse action can be taken. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Acceptance of Verbal Statement. The Authority may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or his/her designee and generally in such cases where the Authority is otherwise aware of the abused and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalk and in the information in one person's documentation conflicts with the information in another person documentation or submitted documentation contains information that conflicts with existing information already available to the Authority. When eviction or terminating one household member, the Authority shall follow family break up polices and the *Authority's Grievance Procedures Policy*.

VII. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in eviction proceeding or in connection with termination of assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. The Authority shall provide notice of Occupancy Rights (HUD 5380) and the Certification of Domestic Violence Form (HUD 5382) at the following times: To applicants with denial of assistance; At move in; With notice of eviction or termination of assistance; To each household during the annual recertification; any other time when HUD-5382 is supplied.

VIII. Court Orders/Family Break-up

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

X. Relationships with Service Providers

It is the policy of the Authority to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the Authority staff becomes aware that an individual assisted by the Authority is a victim of domestic violence, dating violence or stalking, the Authority will refer the victim to such providers of shelter or services as appropriate.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ The Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of The Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether The Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Authority's federally assisted housing programs are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at *24 CFR part 5, subpart L* is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Priority For Tenants/Applicants who Qualify for Internal and External Transfers

The Authority does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

Emergency Transfer Request Documentation

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

To request an emergency transfer, the tenant shall notify The Authority's management office and submit a written request for a transfer within the Authority. The Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The Authority shall retain records of all emergency transfer requests and their outcomes for three years or for a period of time as specified in the program regulations.

Confidentiality

The Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Information shall not be entered into shared databases. *See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about The Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. The Authority will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, the Authority has no safe and available units for which a tenant who needs an emergency transfer is eligible, the Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This

shall be deemed an “External Emergency Transfer”, meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant’s request, the Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
www.centerffs.org
serv@centerffs.org
1-866-295-SERV (7378)
PO Box 566
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**
www.nj.gov/dcf/women/domestic
1-855-INFO-DCF (463-6323)
PO Box 729
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**
1-856-379-2200

101 S 5th Street, 2nd Floor
Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**
1-800-572-SAFE (7233)

DRAFT

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

The Housing Authority of Gloucester County
Notice of Occupancy Rights under the Violence Against Women Act

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The Housing Authority of Gloucester County (HAGC/The Authority) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance with The Housing Authority of Gloucester County, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance with The Housing Authority of Gloucester County you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights with The Housing Authority of Gloucester County solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status

Removing the Abuser or Perpetrator from the Household

The Housing Authority of Gloucester County may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If The Housing Authority of Gloucester County chooses to remove the abuser or perpetrator, The Housing Authority of Gloucester County may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, The Housing Authority of Gloucester County must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, The Housing Authority of Gloucester County must follow Federal, State, and local eviction procedures. In order to divide a lease, The Housing Authority of Gloucester County may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, The Housing Authority of Gloucester County may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, The Housing Authority of Gloucester County may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a

victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The Housing Authority of Gloucester County will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The Housing Authority of Gloucester County emergency transfer plan provides further information on emergency transfers, and The Housing Authority of Gloucester County must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Housing Authority of Gloucester County can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from The Housing Authority of Gloucester County must be in writing, and The Housing Authority of Gloucester County must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. The Housing Authority of Gloucester County may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to The Housing Authority of Gloucester County as documentation. It is your choice which of the following to submit if The Housing Authority of Gloucester County asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by The Housing Authority of Gloucester County with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in

addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

If The Housing Authority of Gloucester County receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), The Housing Authority of Gloucester County has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

Confidentiality

The Housing Authority of Gloucester County must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The Housing Authority of Gloucester County must not allow any individual administering assistance or other services on behalf of The Housing Authority of Gloucester County (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The Housing Authority of Gloucester County must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority of Gloucester County, however, may disclose the information provided if:

- You give written permission to The Housing Authority of Gloucester County to release the information on a time limited basis.
- The Housing Authority of Gloucester County needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires The Housing Authority of Gloucester County or your landlord to release the information.

VAWA does not limit The Housing Authority of Gloucester County's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, The Housing Authority of Gloucester County cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if The Housing Authority of Gloucester County can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HAGC can demonstrate the above, HAGC should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> Additionally, The Housing Authority of Gloucester County must make a copy of HUD's VAWA regulations available to you if you ask to see them.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details

shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT
OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**100 POP MOYLAN BLVD
DEPTFORD, NEW JERSEY 08096**

Statement of Family Responsibility- Section 8 Moderate Rehabilitation Program

1. Certification. The undersigned Public Housing Agency (PHA) hereby certifies that the Family headed by

_____ and which
consists of the following
members: _____

is eligible to participate in the Section 8 Moderate Rehabilitation Program of this PHA and is approved to occupy a unit located at _____

_____ Under this program, Under the Moderate Rehabilitation Program, The Housing Authority of Gloucester County (HAGC) makes housing assistance payments on behalf of participating families towards their rent to owners of decent, safe, sanitary dwelling units moderately rehabilitated under the Program.

2. Family Portion of Rent.

(a) **Total tenant payment.** The total amount the family is obligated to pay monthly towards rent and utilities is based on the family's income and is called the Total Tenant Payment.

(b) **Family payment to owners.** The amount that the family is obligated to pay monthly to the owner is the amount of the Total Tenant Payment unless the family is responsible for paying any utilities. If the family must pay any utilities directly, the family will pay to the owner the Total Tenant Payment minus the appropriate allowances as determined by HAGC for tenant-paid utilities.

(c) **Changes in family income and allowances.** The amount of the family's required total tenant payment is subject to change by reason of changes to program rules and changes in family income, composition, or expenses. The family is required to notify HAGC of any and all changes in writing within fourteen days.

3. HAGC portion of rent. HAGC will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent.

4. **Family Obligations.** Any family participating in the Section 8 Moderate Rehabilitation Program with HAGC must follow the rules listed below in order to continue to receive housing assistance under the program. Each family member must:

1. Supply any information that HAGC or HUD determines to be necessary for administration of the program including submission of required evidence of citizenship or eligible immigration status. All information supplied by the family must be true and complete.
2. Report any and all changes in household composition, income, assets or deductions in writing within fourteen (14) calendar days of the change. Promptly notify HAGC in writing if any family member no longer lives in the unit.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
5. Supply any information requested by HAGC to verify that the family is living in the unit or information related to family absence from the unit.
6. Request written approval to add any other person as an occupant of the unit. Visitor may not stay more than 14 days in a 12 month period.
7. Notify HAGC in writing prior to the

family being away from the unit for 30 days or more. Absence may not exceed 90 consecutive days or 90 days per calendar year. Prior written notice is required, documenting the length of the absence and affirming the intent to return. The family is also responsible for paying rent and utilities during their absence, arranging for HAGC inspection and receiving all correspondence.

8. Allow HAGC to inspect the unit at reasonable times after reasonable notice.
9. Give HAGC and the owner at least 60 days notice in writing before moving out of the unit or terminating the lease.
10. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
11. Promptly notify HAGC in writing of the birth, adoption or court-awarded custody of a child.
12. Request HAGC written approval to add any other family member as an occupant of the unit.
13. Give HAGC a copy of any owner eviction notice.
14. Do not cause damage to the unit or premises or permit any guest to damage the unit or premises. If a breach in Housing Quality Standards is life threatening, it must be corrected within 24 hours; all others must be corrected in 30 days.
15. Pay utility bills and supply appliances that the owner is not required to supply under the lease.

16. Only engage in legal profit making activities in the unit as long as the primary use of the unit is the family's residence and the owner gives permission.
17. Agree that any persons who move in without permission may be required to leave the unit.
18. Cooperate with HAGC in finding another unit when the family is no longer eligible for the contract unit they now occupy because of a change in family size.

The family (including each family member) must not:

1. Commit any serious or repeated violations of the lease.
2. Breach an agreement with HAGC to pay amounts owed.
3. Commit fraud, bribery or other corrupt or criminal act in connection with any Federal Housing Program.
4. Participate in illegal drug related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.
5. Engage in drug-related criminal activity or violent criminal activity.
6. Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.

7. Be subject to lifetime registration a requirement under a State sex offender program.
8. Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing
9. Engage in abusive or violent behavior toward HAGC personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format.
10. Damage the unit or premises (beyond ordinary wear and tear) or permit any guest to damage the unit or premises.
11. Rent a unit from a relative, who is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HAGC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, Would provide reasonable accommodation for a family member who is a person with disabilities.
12. Own or have any interest in the unit.
13. Receive Section 8 Moderate Rehabilitation housing assistance while receiving other housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

4. Termination of Assistance. If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided. Additionally, if the family vacates the unit in violation of the lease term causing HAGC to be liable for vacancy payments or if the family vacates the unit while owing rent or other amounts due under the lease, the family may not receive further assistance unless the family satisfies these liabilities. HAGC may deny program assistance for an applicant or terminate program assistance for a participant for any breach of the family obligations listed above or for any of the following reasons:

(a) If any member of the family has ever been evicted from federally assisted housing in the last five years;

(b) If any PHA has ever terminated assistance under a tenant based voucher assistance program for any family member

(c) If the family currently owes any money to HAGC for another PHA in connection with Section 8 or public housing assistance.

5. Continued Participation of Family when Contract is Terminated. If an Owner evicts an assisted family in violation of the Contract or otherwise breaches the Contract, and the Contract for the unit is terminated, and if the Family was not at fault and is eligible for continued assistance, the Family may continue to receive housing assistance through the

conversion of the Moderate Rehabilitation assistance to tenant-based assistance under the Section 8 voucher program.

6. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail or by telephone. HAGC will give the family information on how to fill out and file a complaint.

I hereby certify that I understand the family's obligations under HAGC's program and that failure to comply with these obligations may result in the termination of participation in the program.

Family and Signature	
Name of Head of Household	Signature of Head of Household Date
The family consists of the following members:	

HAGC Representative/ Title

Date

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

SECTION 8 ADMINISTRATIVE PLAN

Bed Bug Management Policy

Policy Objectives:

The purpose of this Bed Bug Policy is to establish roles and responsibilities for landlords, participants and the Housing Authority of Gloucester County (HAGC) in minimizing the potential for bed bugs and provide guidance when bed bugs are present in a unit assisted under the Section 8 Housing Choice Voucher or Moderate Rehabilitation Program.

Landlord Roles and Responsibilities:

The Housing Assistance Payment (HAP) Contract requires the landlord to maintain the contract unit and its premises in accordance with Housing Quality Standards (HQS). It is the landlord's responsibility, as stated in the Federal Regulations addressing HQS, 24 CFR 982.401, to ensure the dwelling unit is in sanitary condition and free of vermin and rodent infestation. If the presence of bed bugs is suspected, the landlord must notify HAGC immediately. HAGC's Inspectors are not certified in the identification of bed bugs. When notified by a landlord or participant that bed bugs are present, HAGC will fail the unit under HQS requirements, therefore it is strongly recommended that the landlord contact an extermination professional for an immediate inspections. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (included all treatment performed) must be provided to HAGC by the landlord within 48 hours of the initial determination that treatment is required. In addition, the landlord must complete the "Landlord Certification Statement" document and sent to HAGC within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payment, termination of the HAP contract and suspension of eligibility to participate in the Housing Choice Voucher Program.

Tenant Roles and Responsibilities:

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs is suspected, it is the tenant's responsibility to notify the landlord and HAGC immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work corporately with the landlord and/or

extermination professional to ensure successfully elimination of bed bugs. Tenant non-compliance may result in the loss of the Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs and the landlord fails to take action within a reasonable period of time, the tenant shall notify HAGC. HAGC will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, HAGC will notify the new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

HAGC Roles and Responsibilities:

HAGC is responsible to ensure the landlord maintains the assisted unit within HQS guidelines and provides guidance on the resolution of any potential bed bug problems. HAGC will assist in tenant relocation, if relocation has been deemed necessary and appropriate. When relocation is necessary, HAGC will ensure the tenant complete the "Relocation Task List" prior to relocation in order to minimize the transfer of bed bugs to a new unit. HAGC will also require all program participants and landlords to disclose at intake, recertification and inspection all exposure to bed bugs within the last twelve month period.

Bed Bug Management Policy

Landlord Certification Statement

It is the goal of the Housing Authority of Gloucester County (HAGC) to promote and provide safe and sanitary housing to program participants. If bed bugs are present, it is responsibility of the landlord as stated in the HQS (24 CFR 982.401), to ensure that the dwelling unit and its equipment be sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work corporately with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together towards a common goal, extermination and elimination.

To assist HAGC in its goal, HAGC request that the following information be completed by the landlord upon completion of treatment (within 72 hours of initial determination that treatment is necessary)

Date unit was treated:

Type of treatment provided (methods, products used, areas treated:

Did tenant complete required pre-treatment activities:

Was follow up treatment recommended by Extermination Professional? If yes, provide date when follow up treatment will be provided:

Landlord Statement of Certification

I, _____, certify that I have had the unit located at _____ professionally treated by a licensed extermination professional in order to eliminate the presence of bed bugs.

Landlord Signature

Date

Participant Relocation Task List

Bed bugs are difficult to contain without the proper treatment. Therefore if a participant relocates and the proper treatment has not taken place, the bed bugs will move with the participant in carried furniture, bedding, clothing etc. If HAGC has determined that it is necessary and appropriate for you to locate to a new unit, HAGC requires that certain steps be followed to ensure that the bed bugs are not transferred to the new residence. To control further infestation, the Relocation Task List must be completed in preparation for relocation.

Relocation Task List (initial each item)

____ Remove all sheets, blankets, mattress covers, pillowcases, etc. from bed and wash in hot water (120+degrees) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold and place them in a plastic garbage bag, seal bags tightly. Do not put them back on the bed until move is complete.

____ Wash all clothing, toys, towels and linens in hot water (120+degrees) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bin or plastic garbage bags that are seal tightly and store until relocated

____ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattress and box springs/ Place disposable vacuum cleaner bag inside plastic garbage bag and seal tightly and discard in outdoor trash receptacle immediately.

____ Purchase and place special bed bug mattress box spring encasements around all mattress and box springs. The encasements must remain on all mattresses and box springs for at least one year.

____ Discard or have all infested furniture professionally treated by a licensed exterminator. If participant chooses to keep the furniture, proof of treatment must be provided. HAGC will not relocate a participant to a new unit with infested furniture.

Tenant Statement of Certification

I, _____, certify that I have read and understand the information above and have performed the items lists in the Relocation Task List.

Participant Signature

Date _____

CODE OF CONDUCT

Ethical and Legal Business Practices

1.1 HAGC Ethical Standard

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations. HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

1.2 Conflicts of Interest Policy

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate relative.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved. No HAGC employee shall engage in selling or attempting to sell supplies, service or construction to HAGC for one year following the date such employment ceased. Additional examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County;
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from A Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of policy. Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination. Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest.

1.3 Gifts Policy

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which he knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions. If you do receive a gift or other benefit of more than nominal value, report it promptly to Human Resources. It will be returned or donated to a suitable charity.

1.4 Confidentiality Policy

Information that pertains to HAGC's business, including all nonpublic information concerning the Company, its participants and applicants, is strictly confidential and must not be given to people who are not employed by HAGC.

Please help protect confidential information -- which may include, for example, client/participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

1.5 Accounting and Financial Reports

HAGC's financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized

and recorded. Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

1.6 Political Activity Policy

The Hatch Act, 5 U.S.C. §1501-1508, restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

1.7 Employee Records

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or the Human Resource Administrator of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management. Personnel files are confidential records that must be secured in a locked cabinet. Upon request, employees may inspect their own personnel files at a mutually agreeable time on the premises and in the presence of the Human Resource Administrator.

1.8 Nepotism Policy

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse, child, parent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew and grandchildren.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

Live-in aide Policy

A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

The Authority will verify the need for a reasonable accommodation of a live-in aide. Verification is required to prove that a requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant’s reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by:

- (1) Conducting a background /criminal check. The Authority may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; (d) violated any family obligations under the program as published under CFR 982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.
- (2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:
 - i. The Live-in aide is qualified to provide the needed care;
 - ii. The Live-in aide was not part of the household prior to receiving program assistance;
 - iii. There is no other reason for the aide to reside in the unit- The aide can demonstrate they have a previous residence they left in good standing;
 - iv. The aide and the participant will maintain separate finances.

- v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by the Authority, a live-in aide must also sign a Live-in aide Lease Addendum.

Certification for Live-in Aide

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly³ persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I _____ certify that:
(Name of participant)

I have selected _____ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay the Authority any amounts overpaid on my behalf.

Participants Name _____

Participant Signature _____

Live-in Aide Name _____

Live-in Aide Signature _____

Date of Signature _____

³ Near-elderly family means a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

RESOLUTION #20-71

**RESOLUTION AUTHORIZING REVISIONS
OF APPLICABLE WAIVERS PURSUANT**

PIH NOTICE 2020-13

WHEREAS, On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs, as outlined on HUD PIH Notice 2020-05, published on April 10, 2020; and

WHEREAS, On April 22, 2020 via Resolution #20-33 the Board of Commissioners authorized the Executive Director, or its designee, to apply and implement any or all waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, including but not limited to: issuing vouchers so families can find housing, processing Requests for Tenancy Approvals (RFTAs) so families can be approved to move into a unit, processing requests for portability moves, ensuring occupancy of public housing units, processing minimum rent hardship exemptions, and completing reexaminations for participants who have experienced a decrease in income, as outlined on the summary of Public Housing and HCV Waivers and Alternative Requirements issued by HUD; and

WHEREAS, On July 2, 2020 HUD published PIH Notice 2020-13 (HA) REV-1, restating the waivers and alternative requirements established previously in Notice PIH 2020-05, providing additional waivers and alternative requirements, extending the periods of availability for previously established waivers and alternative requirements, and issuing technical amendments to several of the previously established waivers and alternative requirements; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the Executive Director, or its designee, to apply and implement any or all revised waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, based on local circumstances and need.

BE IT FURTHER RESOLVED that the Executive Director is authorized to amend the Section 8 Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy to include all adopted and or revised waivers.

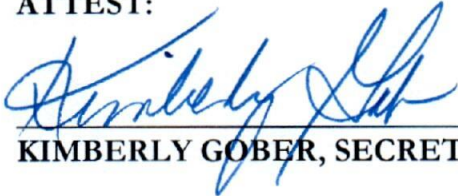
ADOPTED at the annual meeting of the Housing Authority of Gloucester County, held on the 22nd day of July 2020.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATE: JULY 22, 2020

DRAFT

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

This chart summarizes the waivers authorized under this Notice and the availability period for each. As stated in Section 5, PHAs must keep written documentation on the waivers applied by the PHA as well as the effective dates. To fulfill those requirements, PHAs may but are not required to utilize the last two columns to record this information.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH and HCV-1 PHA 5-Year and Annual Plan Submission Dates: Significant Amendment Requirements	<u>Statutory Authority</u> Section 5A(a)(1), Section 5A(b)(1), Section 5A(g), Section 5A(h)(2) <u>Regulatory Authority</u> §§ 903.5(a)(3), 903.5(b)(3), 903.13(c), 903.21, 903.23	<ul style="list-style-type: none"> Alternative dates for submission Changes to significant amendment process 	<ul style="list-style-type: none"> Varies based on FYE 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-2 Family Income and Composition: Delayed Annual Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> Permits the PHA to delay the annual reexamination of income and family composition HCV PHAs must implement HCV-7 for impacted families if they implement this waiver 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-3 Family Income	<u>Regulatory Authority</u> §§ 5.233(a)(2),	<ul style="list-style-type: none"> Waives the requirements to use the 	<ul style="list-style-type: none"> 12/31/20 	NO	

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
and Composition: Annual Examination; Income Verification Requirements	960.259(c), 982.516(a) <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification <ul style="list-style-type: none"> PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later 			
PH and HCV-4 Family Income and Composition: Interim Examinations	<u>Statutory Authority</u> Section 3(a)(1) <u>Regulatory Authority</u> §§ 5.233(a)(2), 982.516(c)(2), 960.257(a), (b) and (d), 960.259(c) <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations 	<ul style="list-style-type: none"> 12/31/20 	NO	

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH and HCV-5 Enterprise Income Verification (EIV) Monitoring	<u>Regulatory Authority</u> § 5.233 <u>Sub-regulatory Guidance</u> PIH Notice 2018-18	<ul style="list-style-type: none"> • Waives the mandatory EIV monitoring requirements. 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-6 Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension	<u>Regulatory Authority</u> § 984.303(d)	<ul style="list-style-type: none"> • Provides for extensions to FSS contract of participation 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
PH and HCV-7 Waiting List: Opening and Closing; Public Notice	<u>Regulatory Authority</u> § 982.206(a)(2) <u>Sub-regulatory Guidance</u> PIH Notice 2012-34	<ul style="list-style-type: none"> • Waives public notice requirements for opening and closing waiting list • Requires alternative process 	<ul style="list-style-type: none"> • 12/31/20 	NO	
HQS-1 Initial Inspection Requirements	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C) <u>Regulatory Authority</u> §§ 982.305(a),	<ul style="list-style-type: none"> • Changes initial inspection requirements, allowing for owner certification 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	982.305(b), 982.405	<ul style="list-style-type: none"> that there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 1-year anniversary of date of owner's certification 		
HQS-2: Project-Based Voucher (PBV) Pre-HAP Contract Inspections: PHA Acceptance of Completed Units	<u>Statutory Authority:</u> Section 8(o)(8)(A) <u>Regulatory Authority:</u> §§ 983.103(b), 983.156(a)(1)	<ul style="list-style-type: none"> Changes inspection requirements, allowing for owner certification that there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-3 Initial Inspection: Non-Life-Threatening Deficiencies (NLT) Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(ii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal	<ul style="list-style-type: none"> Allows for extension of up to 30 days for owner repairs of non-life threatening conditions 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Register Notice January 18, 2017				
HQS-4 HQS Initial Inspection Requirement: Alternative Inspection Option	<u>Statutory Authority</u> Section 8(o)(8)(A)(iii) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> Under Initial HQS Alternative Inspection Option - allows for commencement of assistance payments based on owner certification there are no life-threatening deficiencies Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-5 HQS Inspection Requirement: Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D) <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"> Allows for delay in biennial inspections All delayed biennial inspections must be completed as soon as reasonably possible but by no later than 1 year after the date on which 	<ul style="list-style-type: none"> 10/31/20 1 year after the date on which the biennial inspection would have been required absent the waiver 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		the biennial inspection would have been required absent the waiver.			
HQS-6 HQS Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), 983.103(e)	<ul style="list-style-type: none"> • Waives the requirement for the PHA to conduct interim inspection and requires alternative method • Allows for repairs to be verified by alternative methods 	<ul style="list-style-type: none"> • 12/31/20 	YES	4/22/20 RES 20-33
HQS-7 PBV Turnover Unit Inspections	<u>Regulatory Authority</u> § 983.103(c)	<ul style="list-style-type: none"> • Allows for PBV turnover units to be filled based on owner certification there are no life-threatening deficiencies • Allows for delayed full HQS inspection NLT than 1-year anniversary of date of owner's certification. 	<ul style="list-style-type: none"> • 12/31/20 • 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Units	<u>Statutory Authority</u> Section 8(o)(8)(A) <u>Regulatory Authority</u> §§ 983.207(a), 983.207(b) <u>Sub-regulatory Guidance</u> HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life-threatening deficiencies Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification 	<ul style="list-style-type: none"> 12/31/20 1-year anniversary of date of owner's certification 	YES	4/22/20 RES 20-33
HQS-9 HQS Quality Control Inspections	<u>Regulatory Authority</u> §§ 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"> Provides for a suspension of the requirement for QC sampling inspections 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HQS-10 Housing Quality Standards: Space and Security	<u>Regulatory Authority</u> § 982.401(d)	<ul style="list-style-type: none"> Waives the requirement that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons. 	Remains in effect one year from lease term or date of this Notice, whichever is longer	YES	4/22/20 RES 20-33
HQS-11 Homeownership Option: Initial	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(y)(3)(B)	<ul style="list-style-type: none"> Waives the requirement to perform an initial HQS inspection in 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HQS Inspection	<u>Regulatory Authority</u> § 982.631(a)	order to begin making homeownership assistance payments <ul style="list-style-type: none"> Requires family to obtain independent professional inspection 			
HCV-1 Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval Any provisions adopted informally must be adopted formally NLT December 31, 2020 	<ul style="list-style-type: none"> 9/30/20 12/31/20 	YES	4/22/20 RES 20-33
HCV-2 Information When Family is Selected: PHA Oral Briefing	<u>Regulatory Authority</u> §§ 982.301(a)(1), 983.252(a)	<ul style="list-style-type: none"> Waives the requirement for an oral briefing Provides for alternative methods to conduct required voucher briefing 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-3 Term of Voucher:	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> Allows PHAs to provide voucher 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
Extensions of Term		extensions regardless of current PHA policy			
HCV-4 PHA Approval of Assisted Tenancy: When HAP Contract is Executed	<u>Regulatory Authority</u> § 982.305(c)	<ul style="list-style-type: none"> Provides for HAP payments for contracts not executed within 60 days PHA must not pay HAP to owner until HAP contract is executed 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-5 Absence from Unit	<u>Regulatory Authority</u> § 982.312	<ul style="list-style-type: none"> Allows for PHA discretion on absences from units longer than 180 days PHAs must not make HAP payments beyond 12/31/20 for units vacant more than 180 consecutive days 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-6 Automatic Termination of HAP Contract	<u>Regulatory Authority</u> § 982.455	<ul style="list-style-type: none"> Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		terminates automatically.			
HCV-7 Increase in Payment Standard During HAP Contract Term	<u>Regulatory Authority § 982.505(c)(4)</u>	<ul style="list-style-type: none"> Provides PHAs with the option to increase the payment standard for the family at any time after the effective date of the increase, rather than waiting for the next regular reexamination to do so. 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-8 Utility Allowance Schedule: Required Review and Revision	<u>Regulatory Authority § 982.517</u>	<ul style="list-style-type: none"> Provides for delay in updating utility allowance schedule 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
HCV-9 Homeownership Option: Homeownership Counseling	<u>Statutory Authority Section 8(y)(1)(D)</u> <u>Regulatory Authority §§ 982.630, 982.636(d)</u>	<ul style="list-style-type: none"> Waives the requirement for the family to obtain pre-assistance counseling 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
HCV-10 Family Unification Program (FUP): FUP Youth Age Eligibility to Enter HAP Contract	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to increase age to 26 for foster youth initial lease up 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-11 Family Unification Program (FUP): Length of Assistance for Youth	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to suspend terminations of assistance for FUP youth who will reach the 36-month limit between April 10, 2020, and December 31, 2020 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-12 Family Unification Program (FUP): Timeframe for Referral	<u>Statutory Authority</u> Section 8(x)(2)	<ul style="list-style-type: none"> Allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days 	<ul style="list-style-type: none"> 12/31/20 	N/A	
HCV-13 Homeownership: Maximum Term	<u>Regulatory Authority</u> § 982.634(a)	<ul style="list-style-type: none"> Allows a PHA to extend homeownership 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
of Assistance		assistance for up to 1 additional year			
HCV-14 Mandatory Removal of Unit from PBV HAP Contract	<u>Regulatory Authority</u> §§ 983.211(a); 983.258	<ul style="list-style-type: none"> Allows a PHA to keep a PBV unit under contract for a period of time that extends beyond 180 from the last HAP but does not extend beyond December 31, 2020 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71
PH-1 Fiscal Closeout of Capital Grant Funds	<u>Regulatory Authority</u> § 905.322(b)	<ul style="list-style-type: none"> Extension of deadlines for ADCC and AMCC 	Varies by PHA	YES	4/22/20 RES 20-33
PH-2 Total Development Costs	<u>Regulatory Authority</u> § 905.314(c) - (d)	<ul style="list-style-type: none"> Waives the TDC and HCC limits permitting approval of amounts in excess of published TDC by 25% to 50% on a case by case basis 	Applies to development proposals submitted to HUD no later than December 31, 2021	NO	
PH-3 Cost and Other Limitations: Types of Labor	<u>Regulatory Authority</u> § 905.314(j)	<ul style="list-style-type: none"> Allows for the use of force account labor for modernization 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
		activities in certain circumstances			
PH-4 ACOP: Adoption of Tenant Selection Policies	<u>Regulatory Authority</u> § 960.202(c)(1)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval Any provisions adopted informally must be adopted formally NLT December 31, 2020 	<ul style="list-style-type: none"> 9/30/20 12/31/20 	YES	4/22/20 RES 20-33
PH-5 Community Service and Self- Sufficiency Requirement (CSSR)	<u>Statutory Authority</u> Section 12(c) <u>Regulatory Authority</u> §§ 960.603(a) and 960.603(b)	<ul style="list-style-type: none"> Temporarily suspends CSSR 	<ul style="list-style-type: none"> 3/31/21 	YES	4/22/20 RES 20-33
PH-6 Energy Audits	<u>Regulatory Authority</u> § 965.302	<ul style="list-style-type: none"> Allows for delay in due dates of energy audits 	One year beyond 2020 audit deadline	YES	4/22/20 RES 20-33
PH-7 Over-Income Families	<u>Statutory Authority</u> Section 16(a)(5) <u>Sub-regulatory</u> <u>Guidance</u>	<ul style="list-style-type: none"> Changes to timeframes for determination of over-income 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
	Housing Opportunity Through Modernization Act of 2016: Final Implementation of the Public Housing Income Limit 83 FR 35490, Notice PIH 2019-11				
PH-8 Resident Council Elections	<u>Regulatory Authority</u> § 964.130(a)(1)	<ul style="list-style-type: none"> Provides for delay in resident council elections 	<ul style="list-style-type: none"> 12/31/20 	N/A	
PH-9 Review and Revision of Utility Allowance	<u>Regulatory Authority</u> § 965.507	<ul style="list-style-type: none"> Provides for delay in updating utility allowance schedule 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
PH-10 Tenant Notifications for Changes to Project Rules and Regulations	<u>Regulatory Authority</u> § 966.5	<ul style="list-style-type: none"> Advance notice not required except for policies related to tenant charges 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
PH-11: Designated Housing Plan Renewals	<u>Statutory Authority:</u> Section 7(f)	<ul style="list-style-type: none"> Extends the Plan's effective period through December 31, 2020, for Plans due to expire between the date of this Notice and December 31, 2020. 	<ul style="list-style-type: none"> 12/31/20 	N/A	
PH-12: Public Housing Agency Annual Self-Inspections	<u>Statutory Authority:</u> Section 6(f)(3) <u>Regulatory Authority:</u> § 902.20(d)	<ul style="list-style-type: none"> Waives the requirement that the PHA must inspect each project 	<ul style="list-style-type: none"> 12/31/20 	YES	7/22/2020 RES 20-71
11a PHAS	<u>Regulatory Authority</u> 24 CFR Part 902	<ul style="list-style-type: none"> Allows for alternatives related to inspections PHA to retain prior year PHAS score unless requests otherwise 	HUD will resume issuing new PHAS scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020 RES 20-71
11b SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> PHA to retain prior year SEMAP score unless requests otherwise 	HUD will resume issuing new SEMAP scores starting with PHAs with FYE dates of 3/31/21	YES	7/22/2020 RES 20-71

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
11c Uniform Financial Reporting Standards: Filing of Financial Reports; Reporting Compliance Dates	<u>Regulatory Authority</u> §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> Allows for extensions of financial reporting deadlines 	Varies by PHA FYE	YES	4/22/20 RES 20-33
12a PHA Reporting Requirements on HUD Form 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158 <u>Sub-regulatory Guidance</u> PIH Notice 2011-65	<ul style="list-style-type: none"> Waives the requirement to submit 50058 within 60 days Alternative requirement to submit within 90 days of the effective date of action 	<ul style="list-style-type: none"> 12/31/20 	YES	4/22/20 RES 20-33
12b Designated Housing Plans: HUD 60-Day Notification	<u>Statutory Authority</u> Section 7(e)(1)	<ul style="list-style-type: none"> Allows for HUD to delay notification about designated housing plan 	<ul style="list-style-type: none"> 7/31/20 	N/A	N/A
12c Extension of Deadline for	<u>Statutory Authority</u> Section 9(j)	<ul style="list-style-type: none"> Provides a one-year extension 	For all open Capital Fund grants, one-year extension from the	YES	4/22/20 RES 20-33

Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements
(Refer back to the Notice using the item code for a full description and more detailed information.)

Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did PHA implement waiver and alternative requirement?	Date of PHA adoption
Programmatic Obligation and Expenditure of Capital Funds	<u>Regulatory Authority</u> § 905.306(d)(5)		obligation and expenditure end dates in LOCCS as of April 10, 2020		

Attachment II: Summary of Mod Rehab Waivers Available to PHA's.

1) MR-1: Family Income and Composition: Delayed Annual Examinations

Statutory Authority: Section 3(a)(1) of the USHA of 1937

Regulatory Authority: 24 CFR § 882.515(a)

Description: PHAs are required to conduct a reexamination of family income and composition at least annually. HUD is waiving this statutory and regulatory requirement to permit PHAs to delay annual reexaminations of Mod Rehab families.

Period of Availability: All annual recertifications due in Calendar Year (CY) 2020 must be completed by December 31, 2020.

***HAGC adopted on 09-23-2020**

2) MR-2: Family Income and Composition: Annual Examination; Income Verification Requirements

Regulatory Authority: 24 CFR §5.233(a)(2)

Sub-regulatory Guidance: PIH Notice 2018-18

Description: PHAs are required to use the Enterprise Income Verification (EIV) System for verification of family income at the annual examination. 24 CFR §5.233(a)(2) requires PHAs to use EIV as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with §5.236 and administrative guidance issued by HUD. PIH Notice 2018-18 describes the required verification hierarchy process PHAs must follow. HUD understands that documentation may be difficult to obtain as a result of the COVID-19 pandemic. PHAs are also facing challenges with securely accessing HUD systems while many if not all staff are working remotely.

Period of Availability: The period of availability to conduct annual reexaminations using these modified verification requirements ends on December 31, 2020.

***WAIVED**

3) MR-3: Family Income and Composition: Interim Examinations

Statutory Authority: Section 3(a)(1) of the USHA of 1937

Regulatory Authority: 24 CFR §§ 5.233(a)(2), 882.515(b)

Sub-regulatory Guidance: PIH Notice 2018-18

Description: 24 CFR § 882.515(b) provides that if the PHA receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, the PHA

must consult with the family and make any adjustments determined to be appropriate. Any change in the family's income or other circumstances that results in an adjustment in the Total Tenant Payment, Tenant Rent, and Housing Assistance Payment must be verified. In most cases, the reason a family requests an interim determination is due to a loss in income or a change in family composition.

PHAs are required to use EIV for verification of family income at interim reexamination. 24 CFR § 5.233(a)(2) requires PHAs to use EIV as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with §5.236 and administrative guidance issued by HUD. HUD is waiving the requirements to use the income verification hierarchy as described by PIH Notice 2018-18. HUD will allow PHAs to forgo third-party income verification requirements for interim reexaminations, including the required use of EIV.

Period of Availability: The period of availability ends on December 31, 2020.

***WAIVED**

4) MR-4: Enterprise Income Verification (EIV) Monitoring

Regulatory Authority: 24 CFR § 5.233

Sub-regulatory Guidance: PIH Notice 2018-18

Description: PIH Notice 2018-18 specifies the required monitoring of EIV reports. For example, PHAs are required to monitor the Deceased Tenants Report, the Identity Verification Report, the Immigration Report, the IVT Report, and the Multiple Subsidy Report and the New Hires Report on a monthly basis. HUD is waiving the mandatory EIV monitoring requirements.

Period of Availability: The period of availability ends on December 31, 2020.

***HAGC adopted on 09-23-2020**

5) MR-5: PHA Inspection Requirement: Annual Inspections

Regulatory Authority: 24 CFR § 882.516(b)

Description: The Mod Rehab Program regulations require that the PHA must inspect or cause to be inspected each dwelling unit under contract at least annually and at such other times as may be necessary to assure that the owner is meeting the obligations to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services.

HUD is waiving the annual inspection requirement and is allowing PHAs to delay annual inspections for Mod Rehab units. All delayed annual inspections must be completed as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver.

Period of Availability: The PHA must conduct the delayed annual inspection as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver.

***HAGC adopted on 09-23-2020**

6) MR-6: Adjustment of Utility Allowance

Regulatory Authority: 24 CFR § 882.510

Description: The regulations require that the PHA must determine, at least annually, whether an adjustment is required in the Utility Allowance applicable to units assisted under the Mod Rehab program on grounds of changes in utility rates or other change of general applicability to all units in the Mod Rehab program. HUD is waiving this requirement to allow PHAs to delay the review and update of utility allowances.

Period of Availability: Any review and update of utility allowances that were due at some point in time in CY 2020 must be completed no later than December 31, 2020.

***HAGC adopted on 09-23-2020**

7) PHA Reporting Requirements for Mod Rehab on HUD Form 50058. PHAs must submit form HUD-50058 no later than 60 calendar days from the effective date of any action recorded on line 2b of the form HUD-50058. PIH Notice 2011-65 states HUD will monitor timeliness of reporting and may sanction a PHA for late reporting. HUD waived the 60- day deadline and provided that PHAs must submit form HUD-50058 for transactions impacted by implemented waivers and alternative requirements within 90 days of the effective date of action.

Period of Availability: The period of availability ends December 31, 2020.

***HAGC adopted on 09-23-2020**

Attachment III: Summary of Mainstream Voucher Waivers Available to PHA's.

- 1) **Initial Lease Term:** Under the HCV program, voucher participants must enter into an initial lease term with the owner for one year, unless the PHA determines that a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice. To provide a greater range of housing opportunities for Mainstream voucher holders, the PHA may enter initial lease terms of less than one year regardless of whether the shorter lease term is a prevailing market practice.

***WAIVED**

- 2) **Criminal Background Screening:** PHAs are required to apply the same criminal background screening process to all HCV participants. As discussed in section 2 of this notice, HUD encourages PHAs to use their Mainstream vouchers to prevent, prepare for, and respond to coronavirus which, for some communities, will mean finding long term housing solutions for those transitioning out of institutional settings or currently in rapid rehousing or other emergency temporary housing. To help PHAs assist populations in need of transitioning into long term housing, PHAs may establish, as an alternative requirement, screening requirements for applicants for Mainstream vouchers which are distinct from those in place for its HCV program in general. At a minimum, PHAs must comply with the statutory (and implementing regulatory) requirements to determine if applicants are subject to a lifetime sex offender registration requirement (42 U.S.C. 13663(a) and 24 CFR 5.856) and comply with the mandatory screening and denial requirements outlined in 42 U.S.C. 13661 and 982.553(a).

***WAIVED**

- 3) **Mainstream Age Eligibility to Enter HAP Contract Statutory Authority:** The statute (42 U.S.C. 8013(k)(2)) provides that the eligible member of a Mainstream household must be non-elderly, defined as at least 18 years of age and under 62 years of age (not yet reached their 62nd birthday) to be eligible to be placed under HAP contract. A Mainstream-eligible individual issued a voucher at 61 years of age may not be able to lease the voucher before their 62nd birthday where PHA operations may have been shut down or severely curtailed, unit searches are not possible due to shelter-in-place orders, or where the movement of people is significantly restricted. As an alternative requirement, the PHA may choose to expand the definition of an eligible non-elderly family member to include those who were issued a voucher prior to turning 62 and were not yet 63 on the effective date of the HAP Contract.

***HAGC adopted on 09-23-2020**

HOUSING AUTHORITY OF GLOUCESTER COUNTY 2021

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Amount	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	1,046,535.00	
b) Public Housing Capital Grant	547,519.00	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Housing Assistance Payments	16,691,097.00	
Administrative Fees	1,471,203.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self- Sufficiency Grants	79,750.00	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
a) FSS Coordinator Grant	53,677.00	
b) H/O Coordinator Grant	0.00	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
a) PH Prior Yr. Capital Grant	465,391.00	PH Capital Improvements
3. Public Housing Dwelling Rental Income	900,000.00	PH Maintenance and Management
4. Other Income (list below)		
a) PH Investment Income	6,800.00	PH Management
b) PH Entrepreneurial Activities	60,000.00	PH Management
c) S8 Investment Income	3,000.00	S8 Administration & HAP
d) S8 Administrative Services	13,500.00	S8 Administration & HAP
5. Non-Federal Sources (list below)		
Total Resources	\$21,338,472.00	

The above figures are Estimates ONLY of anticipated resources available. Funding may change based on regulatory changes to funding formulas, interest rates and other variables beyond our control.

HOUSING AUTHORITY OF GLOUCESTER COUNTY
STATEMENT REGARDING RENT DETERMINATION
ANNUAL PLAN 2021

The Authority's policy governing rents charged for public housing units is contained within the Admissions and Continued Occupancy Policy. The Authority's policy governing rents charged for Housing Choice Voucher units is contained within the Section 8 Administrative Plan.

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Payment Standards

In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03) The Authority is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining Housing Choice Voucher (HCV) payment standards using a metropolitan area-wide FMR, payment standards will use FMR's calculated for Zip codes within the metropolitan area. The revised payment standards, as determined by The Authority, must be within 90 percent to 110 percent of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018, the Authority shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018.

Rent

Rent to Owner

Rent to owner is the total monthly rent payable to the owner under the lease for the unit. Rent to owner includes payment for any housing services, maintenance and utilities the owner is required to pay and provide for.

The total tenant payment is the greater of: (1) 30% of the family's monthly adjusted income; or (2) 10% of the family's monthly income. At the time The Authority approves tenancy for initial occupancy of a dwelling unit, if the gross rent for the unit is greater than the payment standard for the family, the family share should not exceed 40 percent of the family's adjusted monthly income.

Minimum Rents

- For the Moderate Rehabilitation Programs, the minimum total tenant payment is equal to \$0.
- For the Housing Choice Voucher Program, the minimum family contribution is equal to \$0.

Utility Allowances

The Authority shall maintain utility allowance schedules by unit type and bedroom size in accordance with Federal Laws and Regulations. If applicable, The Authority will issue a utility reimbursement check from The Authority towards the allowance for tenant supplied utilities to the tenant for the purpose of assisting with utility payments. However, The Authority may issue utility payments directly to the utility suppliers.

Reasonableness of Rent

Objectives: The Authority must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a comparable unit on the private unassisted market. Reasonable rent is defined as “a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market and 2) For comparable unassisted units in the premises. By accepting each monthly payment from The Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

Determination of Reasonableness: To determine reasonableness of rent, The Authority obtains data of comparable unassisted units within The Authority's operating jurisdiction. The market data is obtained from various sources considering contract rent, tenant supplied utilities, age of unit, amenities, location, housing services, maintenance or utilities provided by the owner. Prior to approving the initial contract, and at the time of any increases in contract rent, The Authority will compare the gross rents of the comparable units to that of the target unit. If the gross rent of the target unit exceeds that of the comparable units, the Intake Supervisor or the Section 8 Supervisor, as appropriate, will review the file and determine whether or not to approve the rent.

Changes in Rent: After the initial term of the lease, the owner may increase the rent. The owner must notify The Authority in writing of the increase at least 60 days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

PUBLIC HOUSING

Family Choice of Rent

Upon admission and usually at the time of the annual reexamination (but in no case less than annually) The Authority shall provide tenants with a choice of options for rent, in accordance with the Quality Housing and Work Responsibilities Act. The choices are an income based rent or a flat rent.

Those tenants that select the income based rent shall pay the greatest of (1) 10% of monthly gross income, (2) 30% of monthly adjusted income, or (3) welfare rent (if applicable).

Those tenants that select the flat rent shall pay a fixed monthly rental amount (not based on the family's income) as determined by The Authority for the particular dwelling unit occupied by the family.

The Authority will provide residents with the amount of the flat rent for the unit and wherever possible, will calculate the income-based rent, or at least provide an estimate, so that the family may make an informed decision.

The Authority will notify the families with policies on switching rent options because of a financial hardship.

Determination of Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income based rent or the Flat rent. Flat rents represent the actual market value of PHA's housing units. At least annually, The Authority will determine the flat rent amount for each Public Housing dwelling

unit size and type. This will be accomplished through a comparability study that utilizes the Section 8 Rent Reasonableness Database to locate 3 comparable unassisted units for each Public Housing unit size and type in order to determine the reasonable market value of each unit size and type. The flat rent of a unit represents the gross amount of rent (it includes the utility allowance). The Authority shall maintain records regarding the calculation of the reasonable market value for each Public Housing unit size and type. The data from the market survey is broken down as follows.

- 1) Unit Type (i.e. single family, multiple dwelling, or town house);
- 2) Bedroom Size;
- 3) Census Tract; and
- 4) Zip Code.

The information obtained for each unit includes items such as contract rent, tenant-supplied utilities, age of unit, and amenities. The gross rent is clearly indicated for each comparable unit. Information for the market survey is obtained from newspaper and rental advertisements and new listings from landlords. The Authority also makes telephone calls and mails letters to owners participating in the Section 8 Voucher program in order to obtain information such as tenant supplied utilities that were not included in advertisements.

Financial Hardship

The Authority will switch the family from a flat rent to an income based rent when the family experiences a financial hardship. A financial hardship shall be considered if the family experiences, and The Authority is able to verify, any one of the following:

- 1) The income of the family has decreased because of the loss or reduction of employment (it is intended that such loss not be voluntary on the part of the family).
- 2) There is a death in the family which results in a loss of income or assistance.
- 3) There is an increase in the family's expenses for medical costs, childcare expenses, transportation, or education.
- 4) Other circumstances that may be determined by The Authority on a case by case basis.

Although The Authority will immediately switch the family's rent choice, such a change shall be subject to verification procedures as determined necessary for the individual circumstances. Should it be determined by The Authority that a financial hardship did not exist, the family's rent will be retroactively switched back to the flat rent.

Minimum Rents

The minimum rent for all Public Housing units shall be \$0.

Ceiling Rents

The Authority has determined not to implement ceiling rents for Public Housing units.

Utility Allowance Schedules

The Authority shall maintain utility allowance schedules by unit type and bedroom size for the tenant supplied utilities of each Public Housing dwelling unit, in accordance with Federal Laws and Regulations.

Over-Income Families

In accordance with the Housing Opportunity Through Modernization Act of 2016, The Authority establishes the following policies:

After a household's income exceeds 120% of the area median income (AMI) for two consecutive years, The Authority will charge the household rent equal to the greater of the Fair Market Rent (FMR) or the amount of their unit's operating and capital subsidy. The Authority shall implement the HUD published over-income limits by household size for each locality established annually. When The Authority determines that a household's income exceeds the over-income limit during an annual or interim income reexamination, The Authority shall document the household's income in order to compare it with the household's income the following year. If the household's income exceeds the over-income limit one year later, The Authority must notify the household in writing that, if their income still exceeds the over-income limit 12 months later, the household will be subject to The Authority's over-income policy. The over-income Policy shall not apply if an over-income household's income falls below the over-income limit before the two-year mark.

COVID-19 WAIVERS

On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs as outlined on HUD PIH Notice 2020-05, published on April 10, 2020. On April 22, 2020, HAGC Board of Commissioners passed Resolution 2020-33 adopting certain waivers. Please note that the waivers afford HAGC flexibilities when needed to protect employees and the rights of families, facilitate initial lease ups, and keep families housed. Even in light of the available waivers, it is the goal of HAGC to adhere to statutory and regulatory requirements to the best of our abilities.

Utility Allowance Schedule

Delay review and update of schedule

Regulatory Authority: 982.517, 965.507

Must be completed by 12/31/2020

Over-Income Families

Changes to timeframes for determination of over-income.

Must be completed by 12/31/2020

Regulatory Authority: HOTMA, PIH 2019-11

HOUSING AUTHORITY OF GLOUCESTER COUNTY

MAINTENANCE POLICY

JULY 1999

HOUSING AUTHORITY OF GLOUCESTER COUNTY

MAINTENANCE POLICY

TABLE OF CONTENTS

	<u>PAGE #</u>
A. Introduction	2
B. Components Of A Maintenance System	2
C. Priority System	2
D. Comprehensive Working Procedures	3
E. Performance Standards and Goals	3
F. Work Order System	4
G. Training	5
H. Maintaining the Property	5
I. Responding to Emergencies	5
J. Prepare Vacant Units for Reoccupancy	6
K. Preventative Maintenance Program	6
L. Inspection Program	7
M. Scheduled Routine Maintenance	8
N. Routine Requests	8
O. Lead-Based Paint	9
P. Contracting for Services	9
Q. Long-Range Planning/Conclusion	10
R. Preventive Maintenance Checks and Services	Exhibit 1
S. Project Monthly Report	Exhibit 2
T. Inspection Checklist	Exhibit 3

HOUSING AUTHORITY OF GLOUCESTER COUNTY

MAINTENANCE POLICY

A. INTRODUCTION

The Affordable Housing Operations Department of the Housing Authority of Gloucester County, hereinafter referred to as the “Authority”, is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system

B. COMPONENTS OF A MAINTENANCE SYSTEM

The Authority maintenance system shall include certain components:

1. A system of priorities for work requests;
2. Comprehensive working procedures;
3. Performance goals;
4. A work order system;
5. A skills training program; and
6. A long-range planning system.

By developing a maintenance system that has these components in place, the Authority will have the tools it needs to control the performance of maintenance work at the Authority.

C. PRIORITY SYSTEM

The work priorities adopted by the Authority exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the Authority are the following:

1. Emergencies – must be corrected or abated within 24 hours

2. Urgent Matters – must be corrected or abated within 48 hours
3. Scheduled Operations and Services
4. Vacancy Preparation
5. Routine Requests

Placing planned maintenance and vacancy preparation work ahead of routine requests does not indicate that routine requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease requested work and maintain the property in a manner that will keep and attract good tenants.

D. COMPREHENSIVE WORKING PROCEDURES

The Affordable Housing Operations (AHO) Director will ensure that there are sufficient, clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

1. A statement of purpose for each procedure;
2. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
3. Any forms and supplies needed to carry out the activities; and
4. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated as needed on an ongoing basis.

E. PERFORMANCE STANDARDS AND GOALS

The AHO Director will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Housing Authority will take into consideration certain factors:

1. Local housing codes;
2. HUD Housing Quality Standards;
3. Public Housing Assessment System (PHAS) standards;

4. The Authority's Collective bargaining agreement; and
5. The Authority's job descriptions.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

F. WORK ORDER SYSTEM

The Authority shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- | | |
|----------------------------------|--------------------------------------|
| 1. Pre-assigned number | 8. Description of work performed |
| 2. Source of request | 9. Actual time to complete |
| 3. Priority assigned | 10. Materials used to complete work |
| 4. Location of work | 11. Staff who performed the work |
| 5. Date and time received | 12. Resident charge, if applicable |
| 6. Date and time completed | 13. Resident signature, as required. |
| 7. Description of work requested | |

The work orders shall be controlled and monitored through a manual work order log system. A separate manual work order shall log shall be maintained for each project. The work order log indicates the pre-assigned work order number, date of the request, priority code, location, brief description, and the date the work order is completed.

Also, all work orders shall be manually completed and entered electronically into the Authority's main database. Copies of the completed manual work order and a hard copy of the electronic work order are to be filed in the respective unit maintenance file for future reference. The AHO Department prepares an invoice for any charges to the tenants, which must be approved by the Executive Director, and is copied to the Accounts Receivable Clerk of the Finance Department to collect payment.

G. TRAINING

In order to allow its staff members to perform to the best of their abilities, the Authority recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures.

The Authority shall encourage staff to obtain training through local vocational institutions. The Authority will pay for staff to obtain such training in accordance with the Personnel Policy and the current Union Contract.

The AHO Director is responsible for developing a training curriculum for the departmental staff and working with the Human Resources Department to identify the means of delivering the training.

H. MAINTAINING THE PROPERTY

All maintenance work performed at Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source -- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

I. RESPONDING TO EMERGENCIES

Emergencies are the highest priority source of work. The Authority will consider a work item to be an emergency if the following occur:

1. The situation constitutes a serious threat to the life, safety or health of residents or staff;
or
2. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her immediate supervisor. If the immediate supervisor is not available, the employee will use his or her best judgement to make the decision.

For emergencies that occur after regular working hours, the Authority shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, and access to required supplies or equipment. The designated employee shall prepare a work order and report on any emergency within twenty-four hours after abatement of the emergency.

J. PREPARE VACANT UNITS FOR REOCCUPANCY

It is the policy of the Authority to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the income produced by its properties and operate attractive and safe properties.

The AHO Director is responsible for developing and implementing a system that ensures an **average** make ready time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

1. Forecast unit preparation needs based on prior years' experience;
2. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
3. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt possession by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The AHO Director has the ability to create special teams for vacancy turnaround or to hire contractors when that is required to maintain Authority goals.

K. PREVENTATIVE MAINTENANCE PROGRAM

Preventative maintenance is part of the planned or scheduled maintenance program of the Authority. The purpose of the scheduled preventative maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventative maintenance program focuses on the major systems that keep the properties operating and the residents safe. These systems include, but are not limited to, heating and air conditioning, electrical, life safety, and plumbing.

The Property Manager is responsible for maintaining and implementing a preventative maintenance program. Please refer to Exhibit 1, Preventative Maintenance Checks and Services.

L. INSPECTION PROGRAM

The Authority's goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major service systems.

Dwelling unit inspections shall be conducted in accordance with the resident leases in addition to Federal, State, and local laws and regulations. Units are inspected for compliance with Housing Quality Standards and local ordinances at least annually. Unit inspections are performed by utilizing Form HUD-52580, Inspection Checklist, which is contained in this policy as Exhibit 3.

Some types of dwelling unit inspections are as follows:

1. **Move-In Inspection** – An authorized representative of the Authority and an adult member of the family will inspect the unit prior to occupancy. Both parties shall sign the completed inspection form, which indicates the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.
2. **Annual Inspection** – A regular inspection shall be performed by an Authority representative no less than once every 12 months. Copies of the inspection are contained in the tenant file.
3. **Move-Out Inspection** – An authorized representative of the Authority shall conduct a move-out inspection once the tenant has returned the keys to the unit and, therefore, no longer has possession of the unit. When possible, the tenant is notified of the inspection and is invited to be present. This inspection becomes the basis for any claims against the security deposit.
4. **Other Inspections** – An authorized representative of the Authority shall conduct an inspection of a unit on an as-needed basis, in accordance with the lease provisions.

Regular inspections of the **common areas, property grounds, and building exteriors** are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Nothing in this policy shall prevent any Authority staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the Building Superintendent or Maintenance Repairer Supervisor, as appropriate.

The regular inspection of all **major systems** is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventative maintenance program in some areas. To the extent that inspections and those items required for scheduled service intervals are needed, they will be a part of the preventative maintenance schedule.

The Property Manager is ultimately responsible to see that all inspections are performed. Please also refer to Exhibit 1, Preventative Maintenance Checks and Services, which includes a comprehensive listing of items inspected and the frequency of such.

The Building Superintendents prepare and submit to the Property Manager a monthly report that documents the performance of all inspections of the common areas, building, grounds, and major systems of the high-rise apartment buildings owned/managed by the Authority. Please refer to Exhibit 2, Project Monthly Report.

M. SCHEDULED ROUTINE MAINTENANCE

The Authority includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property. Scheduled routine maintenance includes items such as pest control, elevator service, service of the emergency generator, drain jetting, grounds upkeep, upkeep of the building's exterior and interior, interior painting, and lawn maintenance.

The Property Manager is responsible for developing and overseeing the implementation of a routine maintenance schedule. The components of this function are included in Exhibit 1, Preventative Maintenance Checks and Services.

The Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests. The Property Manager will determine the most cost-effective way of delivering the treatments.

N. ROUTINE REQUESTS

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the Authority to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the Authority believes it can

achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

O. LEAD-BASED PAINT

The Authority is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The AHO Director shall have the responsibility of developing and implementing the plan to abate the hazard.

The Authority has performed a survey to determine the presence of lead-based paint in all 62 single family scattered site homes in Project 204-1 of the Public Housing Program. Removal or abatement has been completed at each dwelling where a lead-based paint hazard was discovered.

All residents of Authority owned and/or managed properties are provided with information on lead based paint hazards at their initial orientation meeting and they are given reminders regarding the hazards of and necessary precautions related to lead-based paint at their annual reexaminations.

Several maintenance staff members of the Authority have been trained and certified in lead based paint removal procedures. The maintenance staff is provided with equipment and supplies to use in the event that a lead-paint encapsulated area is penetrated.

P. CONTRACTING FOR SERVICES

The AHO Director will contract for maintenance services when it is in the best interests of the Authority to do so, with the approval of the Executive Director. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the AHO Director will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the AHO Director will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the Authority's Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The AHO Director, or his designee, will work with the Finance Department to facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

Q. LONG-RANGE PLANNING/CONCLUSION

The AHO Director is responsible for ensuring that the Authority has the capability of performing future repairs to Authority owned/managed properties. In the Public Housing Program, the Comprehensive Grant Program provides funding in annual increments. HUD reviews a detailed 5 year plan prior to approving the grant.

For other Authority owned/managed programs, the Authority plans for the future by properly funding repair and replacement reserve accounts, which are restricted funds.

In conclusion, the Authority administers a comprehensive preventative maintenance program, performs inspections of all properties at a minimum of annually, performs repairs as soon as possible upon discovering such need, obtains certificates of occupancy from the appropriate municipality prior to each new tenant taking possession of a vacant unit, and conforms to, at a minimum, HUD's housing quality standards and the local BOCA code. The Authority believes that by performing the above mentioned items, the properties remain in good, marketable condition and consequently do not require extensive long-term planning.

EXHIBIT I

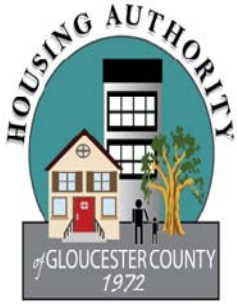
**The Housing Authority of Gloucester County
100 Pop Moylan Boulevard
Deptford, NJ 08096**

**PREVENTATIVE MAINTENANCE CHECKS AND SERVICES
(PMCS)**

Electric Space Heaters

TASK DESCRIPTION	D	W	M	Q	S	A
1. Check Operation:						
a. Turn thermostat to highest and lowest setting and check response of unit.						X
b. Listen for any unusual noises or vibrations as an indication of fan misalignment.						X
2. Inspect fan motor and blades.						X
3. Check electrical heating element for cleanliness and overall operation.						X
4. Check electrical cord. Replace or repair as necessary.						X

D = Daily
W = Weekly
M = Monthly
Q = Quarterly
S = Semi-Annually
A = Annually



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

TABLE OF CONTENTS

Section A: Bed Bug Maintenance Procedure Guide

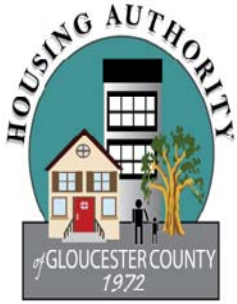
- Employee Training Tracking Report
- Tenant Education Tracking Report

Section B: Bed Bug Maintenance Resource Handbook

- Reference Sheet
 - DEVELOPMENTAL STAGES OF BED BUGS
 - INSPECTIONS
 - INSPECTION TOOLKIT

Section C: Documentation

- Bed Bug Inspection Report
- Bed Bug Infestation Treatment Report
- HAGC & Tenant Roles and Responsibilities Form
 - Tenant Prevention Tips
 - Treatment Prep and Disposals Authorization Form
 - Unit Prep Checklist for Maintenance
 - Gloucester County Department of Health Informational Resource
 - HUD Notice PIH 2011-20: August 19, 2011



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

SECTION A

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

1. HAGC ROLES AND RESPONSIBILITIES

☒ AHO DIRECTOR

- Implementation of this Bed Bug Management Procedure Guide and Resource Handbook
- Ensuring that all maintenance staff complies with the Bed Bug Management Procedure Guide and Resource Handbook
- Acting promptly to tenant reports and newly identified infestations
- Contracting Professional Licensed Pest Extermination Company with a Follow up inspection within 5 days of original treatment approved by the Executive Director
- Coordination of Bed Bug Management Training of staff
- Ensuring maintenance staff has the Personal Protection Equipment that is needed
- Submission of all Bed Bug Documentation to the Executive Director

☒ BUILDING SUPERINTENDENT

- The Building Superintendent must inspect all units for bedbugs with each monthly pest control treatment
- The Building Superintendent must investigate all complaints and monitor infestation cases proactively
- The Tenant Roles and Responsibilities in conjunction with the Bedbugs-General Information must be given to the tenant immediately following detection of infestation and scheduled treatment
- The Building Superintendent is to keep records of all complaints and confirmed cases with dates
- Training maintenance staff

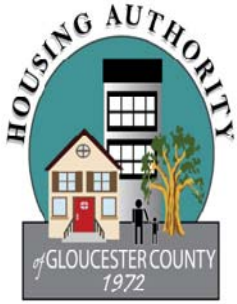
✓ TRAINING SHOULD INCLUDE THE FOLLOWING:

- How to identify bed bugs and signs of activity
- Where to look for bed bugs
- Tools to assist in bed bug inspections
- How to handle and treat infested linen and items
- How to conduct themselves in a bed bug infested unit
- Personal Protection Equipment (PPE) and its use
- Documentation procedures
- How to educate tenants and other staff to minimize possible bed bug exposure
- The proper disposal of infested items
- Preventative measures
- Tenant risk behaviors that could increase the chance of introducing or spreading bed bugs

✓ DOCUMENTATION

The following should be documented using the provided HAGC forms:

- Records of staff, and tenant training/educational programs
- Routine bed inspections for bed bugs (Bed Bug Inspection Form)
- Full details of any bed bug infestation (Bed Bug Infestation Treatment Form)
- The Bed Bug Management Procedure Guide
- The Bed Bug Maintenance Resource Handbook



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

NOTIFICATION OF BED BUGS

- Upon notification from the tenant, the Building Superintendent or a HAGC approved representative will perform an initial inspection of the tenant's unit using the "BED BUG INSPECTION REPORT." If it is determined that bed bugs are present, HAGC will provide the tenant with the "Tenant Roles and Responsibilities" document
- Notify the AHO Director in writing or via email
- The "Tenant Roles and Responsibilities" document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, HAGC will secure the tenant's signature indicating understanding of the document. Upon successful completion by the tenant of their roles and responsibilities
- HAGC will have the unit professionally treated along with a follow-up treatment to ensure treatment was successful.
- In order to educate tenants and minimize potential for the presence of bed bugs, the HAGC has created a "Prevention Tips" document

EDUCATION AND TRAINING

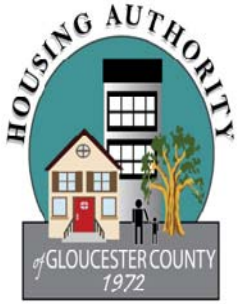
- Maintenance staff should be well versed in how to recognize the signs of a bed bug infestation. They should be very familiar with what the different life stages look like, as well as how to recognize shed skins and fecal spots/stains. All staff members should know what to do and what not to do so that the infestation is not spread
- Maintenance staff should be trained on the Bed Bug Management Procedure Guide, Bed Bug Maintenance Resource Handbook and Tenant Roles and Responsibilities
- Training must be documented by Building Superintendent and forward to the AHO Director for signature
- Once training has been completed and signed off on, the AHO Director is required to forward it to Admin Office to be added to the employee HR File

2. TENANT ROLES AND RESPONSIBILITIES

- HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bed bugs. **THEREFORE, IT IS THE TENANT'S RESPONSIBILITY TO CALL IN A WORK ORDER AS SOON AS THE PRESENCE OF BED BUGS IS SUSPECTED.** This will allow the HAGC to address the potential infestation at its onset and before it affects other tenants.
- In addition, the tenant must be onsite when the initial inspection is conducted. If it is determined by HAGC that bed bugs are present, the tenant must complete all items listed on the "Tenant Roles and Responsibilities" prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A tenant may be deemed in violation of the lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

3. BED BUG PREVENTATIVE MAINTENANCE ATTACHMENTS

- Maintenance Inspection Tracking Sheet
- Bed Bug Treatment Form
- Treatment Prep and Disposals Authorization Form
- HAGC & Tenant Roles and Responsibilities Form
- Bed Bug Maintenance Inspection Guide
- Prevention Tips
- Gloucester County Health Department Bed Bug Brochure



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG EMPLOYEE TRAINING

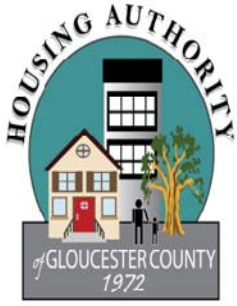
BUILDING:

BUILDING SUPERINTENDENT:

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

DATE	TRAINING GIVEN BY	EMPLOYEE	AREAS OF TRAINING	TRAINING COMPLETED SUCCESSFULLY	EMPLOYEE SIGNATURE	TRAINER SIGNATURE
			<input type="checkbox"/> BED BUG IDENTIFICATION <input type="checkbox"/> ROLES AND RESPONSIBILITY <input type="checkbox"/> DOCUMENTATION <input type="checkbox"/> INSPECTION <input type="checkbox"/> HEALTH AND SAFETY			
			<input type="checkbox"/> BED BUG IDENTIFICATION <input type="checkbox"/> ROLES AND RESPONSIBILITY <input type="checkbox"/> DOCUMENTATION <input type="checkbox"/> INSPECTION <input type="checkbox"/> HEALTH AND SAFETY			
			<input type="checkbox"/> BED BUG IDENTIFICATION <input type="checkbox"/> ROLES AND RESPONSIBILITY <input type="checkbox"/> DOCUMENTATION <input type="checkbox"/> INSPECTION <input type="checkbox"/> HEALTH AND SAFETY			
			<input type="checkbox"/> BED BUG IDENTIFICATION <input type="checkbox"/> ROLES AND RESPONSIBILITY <input type="checkbox"/> DOCUMENTATION <input type="checkbox"/> INSPECTION <input type="checkbox"/> HEALTH AND SAFETY			



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

**THE HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

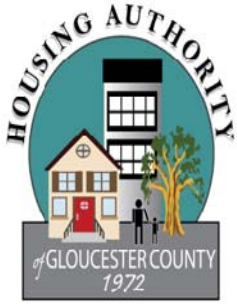
BED BUG TENANT EDUCATIONAL SEMINAR

BUILDING:
BUILDING SUPERINTENDENT:

BED BUG MAINTENANCE PROCEDURE GUIDE
AFFORDABLE HOUSING DEPARTMENT

DATE	SEMINAR GIVEN BY	SUMMARY OF SEMINAR	COMPLETED SUCCESSFULLY	ATTENDANCE	HANDOUT/EDUCATIONAL MATERIALS





100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

SECTION B

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

BED BUG MAINTENANCE RESOURCE HANDBOOK

Treatment of bed bugs should focus on containment of the infestation. Do everything possible to avoid spreading bed bugs to new locations.

A COMBINATION OF THE FOLLOWING STEPS WILL BE NEEDED FOR BED BUG CONTROL

- Cleaning and Elimination of Clutter by the tenant
- Treatment by a Professional Licensed Pest Extermination that includes Follow-up Treatment approved by the Executive Director
- Bed Bug Barriers, such as mattress encasements
- Routine Inspections
- Eliminate bed bug hiding spots
 - ✓ Fix peeling wallpaper and paint
 - ✓ Caulk or seal cracks and crevices around the room
 - ✓ Make other repairs to the living area to reduce hiding spots
- Education and Training
- Documentation

☒ HEALTH AND SAFETY

When working in severely infested units, Tyvex suits and latex gloves should be worn. These garments should be removed, bagged and discarded *before* exiting the unit. All staff must inspect their clothing for bugs before exiting unit

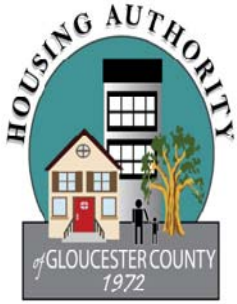
THE FOLLOWING HEALTH AND SAFETY MATTERS SPECIFICALLY RELATING TO BED BUG MANAGEMENT:

- How to conduct oneself in an infested unit (avoid leaning or sitting on beds, take the minimum equipment into the room, avoid placing items on the bed, etc)
- What PPE (Personal Protection Equipment) should be used
- How, when and where PPE (Personal Protection Equipment) should be disposed of
- How bed bug infested items should be handled

PERSONAL PROTECTION EQUIPMENT (PPE)

PPE that should be available to staff includes:

- Tyvex Suits
- Latex Gloves
- Dust masks
- Insect repellent (used in heavy infestations and should be applied to clothing)



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

☒ CLEANING

- Cleaning for bed bugs should focus on sleeping and lounging areas
- Cleaning and organizing a unit is an extremely important first step to control bed bugs, because bed bugs will thrive in a cluttered living area.
- Vacuuming and cleaning should be done before a professional pesticide application
- However for cleaning to have any impact, the resident must cooperate by reducing clutter, organizing, and bagging their belongings. Be certain every item is bagged until it can be cleaned of bed bugs.
- Cleaning should be carried out in a systematic way, beginning with the infested room.
- A cleaning procedure for bed bugs begins with vacuuming, using a HEPA-equipped vacuum that is dedicated only to pest control.
 - ✓ Although a regular vacuum is acceptable, a HEPA equipped vacuum will reduce the spread of allergens. A crevice tool will be needed to focus suction in small spaces, cracks and crevices.
 - ✓ Use the crevice tool with a scraping motion to dislodge bugs and eggs, because bed bugs cling to wood and fabric and the eggs are cemented to the surface where they are laid. A brush attachment can also be used but must be cleaned carefully to prevent the spread of bugs. See below for proper handling of the vacuum cleaner and vacuum bags.

VACUUMING

- Once all personal belongings have been bagged and removed from infected area, begin vacuuming the bed, paying special attention to the mattress seams
- Remove the mattress and box spring from the bed frame and inspect and vacuum all surfaces, removing all loose debris and visible bed bugs
- Flip the bed frame over and vacuum and crevices where bed bugs may hide. This is especially important for wooden bed frames and captain's beds.
- Vacuum inside and under drawers of night stands, dressers, and other furniture in the room
- Turn over each piece of furniture and vacuum the under sides of each
- Pay attention to screw and nail holes, using a credit card crevice tool.
- Vacuum along the bottoms of all walls and the moldings. If molding or wallpaper is loose lift or remove and vacuum beneath
- Vacuum along carpet edges

IMPORTANT

IF A VACUUM BRUSH ATTACHMENT IS USED IT IS POSSIBLE SOME LIVE BUGS OR EGGS COULD BE CAUGHT IN THE BRUSH BRISTLES. WASH THE VACUUM BRUSH WITH HOT WATER AND DETERGENT IF THIS IS A CONCERN

HANDLING A VACUUM USED FOR BED BUGS

- A vacuum used for bed bugs can have live bed bugs inside and it will be important to avoid transferring bed bugs to new locations
- After each use remove the vacuum bag and dispose of it in a sealed plastic bag
- Clean the brush attachment with hot water and detergent
- Store the vacuum in a large plastic garbage bag or container that is closed tightly
- Inspect the vacuum before each use to be sure no live bed bugs are on the outside



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

☒ INSPECTION

- A thorough inspection is important to determine how widespread the infestation is and the best way to manage bed bugs, and also to ensure ongoing efforts to prevent bed bugs are being successful.
- Inspections are to be done by the Building Superintendent or by a designated trained HAGC representative under the direction of the Building Superintendent, AHO Director or the Executive Director
- Adult bed bugs can hide in any spaces as thin as a piece of paper
- When conducting an inspection, move slowly and avoid disturbing hiding bugs, so they don't scatter. Keep in mind that in a low infestation, the bed bugs will be concentrated close to sleeping areas. Items away from the sleeping area will be at a low risk of infestation.

INSPECTION TOOL KIT

- Magnifying glass
- Strong flashlight
- Plastic ziplock bags for collecting specimens
- A probe, such as a "card tool", example playing cards, made by cutting any plastic card into a long triangle, for checking in narrow spaces
- Sticky tape can also be used for gathering bugs
- Compressed air (for cleaning computers) for flushing bed bugs from cracks and crevices
- Screwdrivers for removing light switch and electrical plates
- Alcohol, glass-cleaner or baby wipes, for evidence that stains are bed bug droppings
- Blow-dryer

SIGNS OF BED BUGS

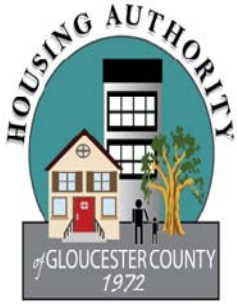
- Live bed bugs of all sizes (poppy seed to apple seed size)
- Confirm that what you find is a bed bug with the Building Superintendent
- Droppings in the form of dark colored stains on cloth or bumps on hard surfaces
- Shed skins
- Eggs, although very small, will be found among droppings or in crevices where adults hide

INSPECTING THE BED

Inspection for bed bugs starts in the place where tenants sleep (bedroom) and then in areas where tenants rest (living room) most often. This should be conducted before room preparation steps are taken.

MATTRESS INSPECTION

- Along the top and bottom seams, and along each side of the piping material sewn onto these edges
- Under mattress handles and along or inside air holes
- Between the mattress and box spring, platform or frame
- Inside folds of material and under buttons
- Seams, piping material and crevices



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

ONCE AN INFESTATION IS CONFIRMED

- Document the finding and report to the Building Superintendent and AHO Director for further action
- Educate tenants on how to prepare for treatment with the "Tenant Roles and Responsibility Form"

PREVENT THE SPREAD OF AN INFESTATION BY DOING THE FOLLOWING

- Inspect all adjacent apartments above, below, and on both sides
- Caulk or seal cracks and crevices near beds such as those along baseboards, around pipe chases, or around AC units
- Repair holes and other damage in walls
- Repair molding, peeling wall paper; chipping paint; and any other damage that may provide hiding places for bed bugs
- Dispose of any infested furniture

☒ PROPERLY DISPOSE OF INFESTED ITEMS

PLEASE NOTE AN INFESTED MATTRESS OR FURNITURE MUST NOT BE DRAGGED TO THE TRASH AREA; this prevents the spread of bugs during transport

- Do not delay treatment while waiting for the tenant to prepare unit for treatment
- The unit should be checked by the Building Superintendent, 2 days before treatment, if unit is not ready for treatment, the Building Superintendent must have the unit prep for treatment by trained staff
- If tenant is not able to prep unit, the Building Superintendent must have the tenant sign off on the "**TREATMENT PREP AND DISPOSAL AUTHORIZATION FORM**"

MATTRESS AND FURNITURE

- Cut up and/or deface the items infested with bed bugs, then **WRAP AND TIGHTLY SEAL** the infested furnishing in heavy plastic and secure with duct tape before removing from unit

FOR EXAMPLE

For a mattress, cut both sides. For upholstered furniture, cut cushions open. Furniture and box spring frames can also be broken to keep people from taking them

ANY ITEMS TO BE THROWN AWAY FROM AN INFESTED UNIT

- Wrap the item in heavy plastic and seal it with duct tape, then place them in outside dumpster



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

REFERENCE

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

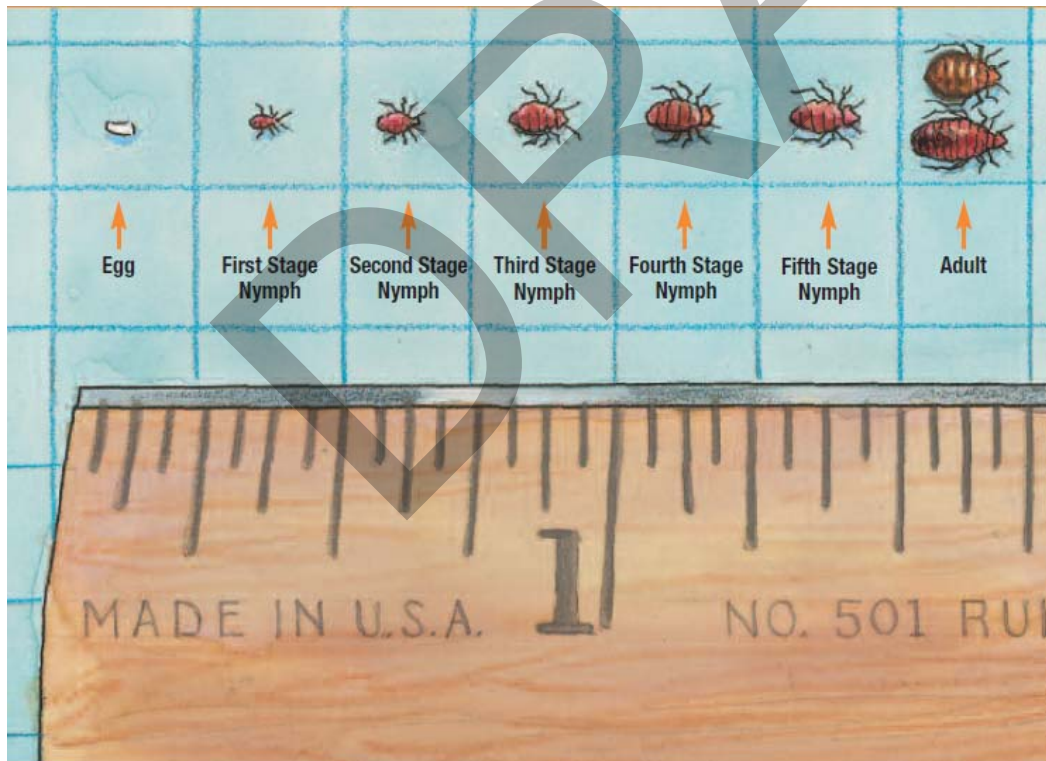
AFFORDABLE HOUSING DEPARTMENT

DEVELOPMENTAL STAGES OF BED BUGS

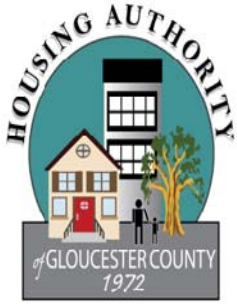


Nymphs are small versions of the adult form, with a thinner cuticle, which displays the color of partly digested blood. The bed bugs increase in size from 1.3 – 5.0mm as they pass through 5 instars.

Adult bed bugs are mahogany-brown, oval, dorso-ventrally flattened, wingless insects, which are approximately 5-7 mm in length and possess piercing mouthparts. When unfed, adults are pale, yellow brown in color, but after a full blood meal, they take on a darker mahogany-brown color.



SIZE CHART OF
BED BUG GROWTH



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

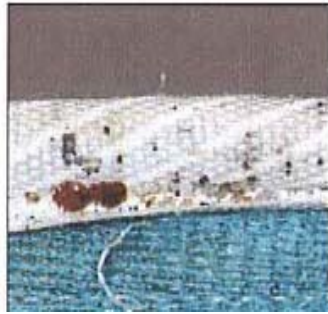
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

INSPECTIONS

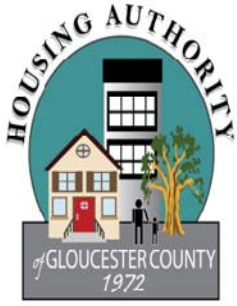
OBVIOUS SIGNS OF BED BUGS: Check Seams, piping material and crevices



BEDROOM AREAS TO INSPECT



- ✓ Check mattresses, box springs, bed frames and bedding
- ✓ Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs
- ✓ Look underneath the bed and along the bed frame and headboards.
- ✓ Use a flash light to inspect cracks and crevices of furniture, windows and door frames
- ✓ Swipe a playing card into cracks and crevices to force bed bugs out
- ✓ Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes
- ✓ Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames



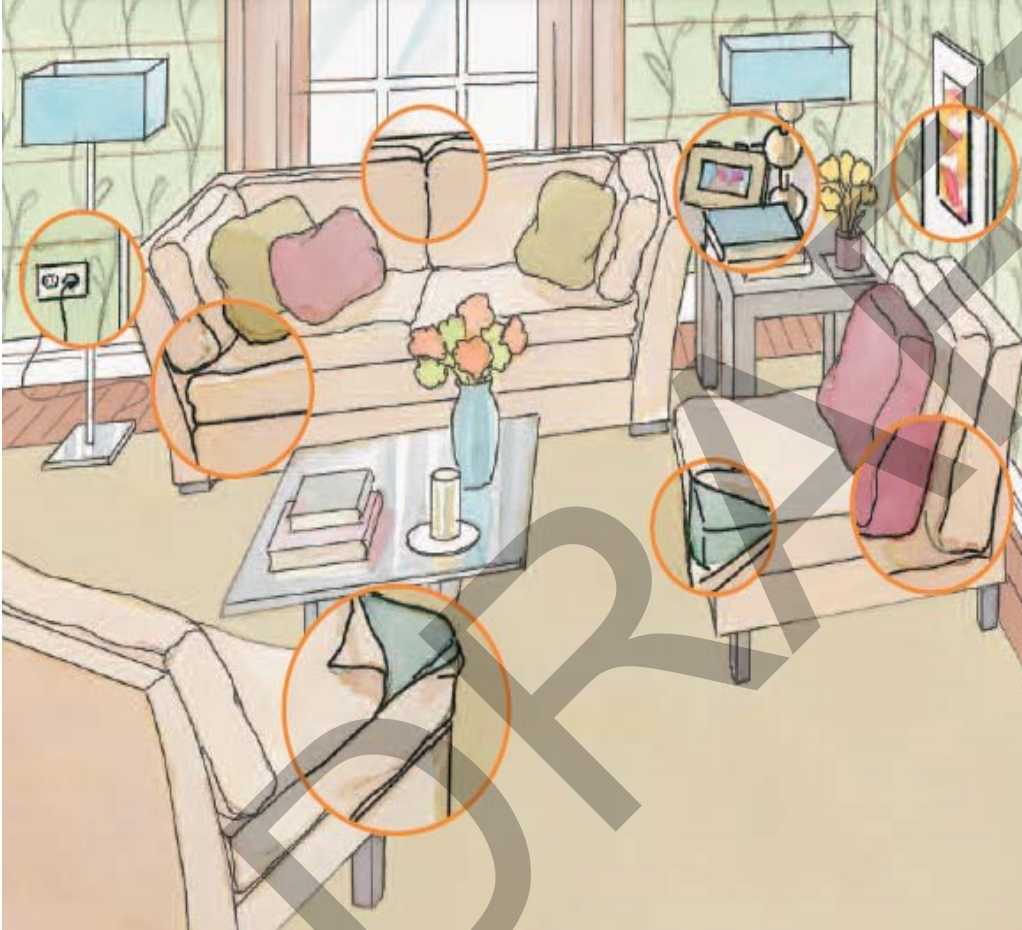
100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

LIVING ROOM AREAS TO INSPECT



- ✓ Remove and check zippers and seams in cushions of upholstered furniture, and their frames
- ✓ Check cracks in walls
- ✓ Inspect the face plates of electrical outlets and light switches (by eye only –do not insert anything into areas with wires)
- ✓ Check cracks and crevices in furniture, floor boards and baseboards, windows and door frames
- ✓ Swipe a playing card into cracks and crevices to force bed bugs out



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

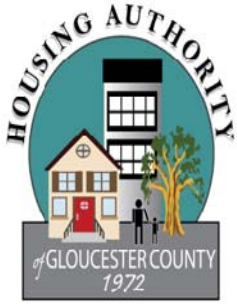
AFFORDABLE HOUSING DEPARTMENT

INSPECTION TOOL KIT



1. Tyvex Suit for personal protection	7. Compressed for flushing bed bugs from cracks and crevices
2. Magnify Glass to inspect for live bed bugs and eggs	8. Blow Dryer The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact
3. Flashlight to inspect for live bed bugs and eggs	9. Digital Camera for recording infested units
4. Rubber Gloves for personal protection	10. Plastic zip-lock bags for collecting specimens
5. Playing Cards to probe, for checking in narrow spaces	11. Sticky Tape for collecting specimens
6. Screw Driver for dismantling items	





100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

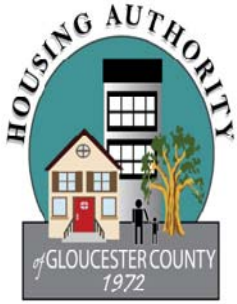
AFFORDABLE HOUSING DEPARTMENT

UNIT PREP CHECKLIST FOR MAINTENANCE

- ☐ Remove all blankets, sheets, covers, pillows, bath towels, and drapes/curtains from the bed and room and place them into bags for transport to the laundry
- ☐ Empty drawers and closets and place belongings into plastic bags
- ☐ Place all clothing and coats into bags for transport to the laundry
- ☐ Shoes, pillows, and plush items should be bagged for the laundry
- ☐ Books, electronics, and anything that cannot be washed should be bagged separately for inspection
- ☐ The room should be empty of all cloth and plush items, except plush furniture. If possible, the pillows of plush furniture should be removed and laundered
- ☐ Move furniture at least 18 inches away from the walls
- ☐ Remove outlet covers and switch plates on all walls
- ☐ Picture frames should be removed from the walls and cleaned
- ☐ People and pets must leave the area during treatment and wait the stated amount of time before reentering, for at least 4 hours
- ☐ All clothing, linens and other items must be cleaned (free of bed bugs) and kept isolated until the client is moved to a new room or location, or until the bed bug problem is eliminated
- ☐ Make sure the pest control professional can get to all furniture, closets, beds, and baseboards to inspect and treat
- ☐ Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag into a plastic bag, then seal the bag with tape
- ☐ Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water

RESOURCES

- <http://www.epa.gov/bedbugs>
- <http://stoppests.typepad.com/ipminmultifamilyhousing/2011/01/bed-bug-ipm-plan.html>
- <http://www.nyc.gov/html/doh/bedbugs/html/home/home.shtml>
- Guidelines for Prevention and Management of Bed Bugs in Shelters and Group Living Facilities; J.L. Gangloff-Kaufmann and C. Pichler, New York State IPM Program, Cornell University
- Gloucester County Department of Health; WHAT ARE THEY? HOW TO GET RID OF THEM!
- Housing Notice 2011-20, Guidelines on Bed Bug Control and Prevention in HUD Insured and Assisted Multifamily Housing, was issued August 19, 2011



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

COMMON BUGS WRONGLY MISTAKEN FOR BED BUGS

CORRECT IDENTIFICATION! Bed bugs may be confused with other household insects such as cockroaches, carpet beetles, or spider beetles. If you find an insect that may be a bed bug, SAVE IT in a container for identification! These are not bed bugs:

GERMAN COCKROACHES

Young roaches look like bed bugs. Look for rectangular egg cases and fecal pellets. The color is more brown than red.



SPIDER BEETLES

They feed on dried plant material, seeds, or dried meat and do not bite humans.



BEEETLES

Carpet and warehouse beetle adults and larvae may appear in beds feeding on hair and feathers. Larvae may shed tiny hairs that cause itching but these do not bite.





100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

SECTION C

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

HAGC & TENANT ROLES AND RESPONSIBILITIES

ROLES AND RESPONSIBILITIES

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (HAGC and tenant) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring units.

THE FOLLOWING PLAN OUTLINES THE ROLES AND RESPONSIBILITIES OF HAGC AND THE TENANT IN THE TREATMENT OF BED BUGS:

HAGC

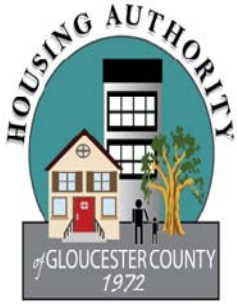
- Inspect unit for infestation within one work day of receipt of emergency work order
- Schedule treatment date as soon as possible, but no later than three days after the initial inspection (subject to tenant readiness)
 - Scheduled treatment date _____.
- Provide a dozen (12) large trash bags at no charge to the tenant for the storage of clothing, towels, and other linens, prior to and during treatment.
- Treat residence including furniture.
 - If infested furniture does not respond to treatment, HAGC will dispose of furniture at tenant's request OR tenant can have furniture professionally re-treated at their expense. **Proof of re-treatment MUST be provided to the HAGC within 48 hours of determination that initial treatment was unsuccessful.** If the retreatment of furniture is deemed unsuccessful, tenant may be required to dispose of furniture.
- Perform follow-up with tenant within 5 days of treatment to ensure treatment was effective.
- Perform additional treatments as necessary.

TENANT

- Report a bed bug infestation, to building superintendent within 24 hours of finding. Do not attempt to control a bed bug infestation by yourself.
- Never self treat with pesticides, especially "bug bombs", which drive bed bugs into adjacent rooms or units.
- **TENANT MUST BE ONSITE AT THE SCHEDULED TIME WHEN THE INITIAL INSPECTION IS CONDUCTED**
- For treatment to be effective, tenant must perform the tasks listed below prior to the scheduled treatment date.

TENANTS MUST COMPLETE ITEMS LISTED AS SOON AS POSSIBLE IN ORDER TO MINIMIZE SEVERITY OF BED BUG PRESENCE AND RESOLVE THE PROBLEM QUICKLY

- Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry clothes on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
- Remove everything from bedrooms and hall closets. Closets, dresser drawers, and night stand drawers must be empty. Remove all clothing, boxes, etc. from bedroom floors.



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

- Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until after treatment.
- Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor immediately.
- Move all furniture to the center of the room(s) being treated.
- Remove all pictures from walls.
- Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year
- Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
- Remain out of the residence for 4 hours after treatment (includes all household members and pets).

Furniture that does not respond to treatment must be disposed of or professionally treated. If tenant chooses to dispose of furniture, the HAGC will remove furniture from the unit at tenant's request. If tenant chooses to dispose of furniture on their own it **MUST** be removed from the premises and be overseen by the superintendent to prevent the spread of bed bugs. **If tenant chooses not to dispose of infested furniture they MUST have it re-treated (at their expense and within 48 hours of determination that initial treatment was unsuccessful) by a licensed exterminator. Tenant must provide proof of re-treatment to the HAGC within 72 hours of determination that initial treatment was unsuccessful.**

FAILURE TO COMPLY

If treatment is scheduled and the exterminator determines that tenant has not performed the above stated responsibilities, the following will occur:

1. Treatment will be cancelled by the exterminator
2. Tenant will be held financially responsible for all costs incurred in accordance with the Maintenance Charge list.
3. Tenant lease may be terminated at HAGC's discretion.

TENANT STATEMENT OF CERTIFICATION

I, _____, certify that I have read and understand the roles and responsibilities as stated above and agree to perform them in order to successfully eliminate the presence of bed bugs and I also certify that I have received the Bed Bug Prevention List and the Gloucester County Health Department Bed Bug Informational Brochure provided by the HAGC.

TENANT SIGNATURE

DATE

HAGC REPRESENTATIVE SIGNATURE

DATE



100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

PREVENTION TIPS

- ✓ Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- ✓ Use bed bug encasements on all mattresses and box springs
- ✓ Check your own bed for bed bugs from time to time. Catching them early will make bedbug treatment easier if bed bugs do occur.
- ✓ Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards
- ✓ Clean up clutter to reduce hiding spots
- ✓ Caulk holes in floors and walls
- ✓ We recommend that you do not take or purchase second hand clothing or linens. However if you do, purchasing second hand clothing, or linens place all garments in a sealed bag until they can be washed and place in a dryer on high heat for at least 30 minutes
- ✓ If you purchase used furniture, examine it for bed bugs. Paying special attention to any area that has seams
- ✓ Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into the unit
- ✓ When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. Place luggage up from the floor
- ✓ After you return from a trip, check your luggage for bed bugs that might have hitched a ride, wash all clothes immediately upon return

TENANT SIGNATURE

DATE

HAGC REPRESENTATIVE SIGNATURE

DATE

**100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044**

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

TREATMENT PREP AND DISPOSAL AUTHORIZATION FORM

HAGC REPRESENTATIVE:	SCHEDULED TREATMENT DATE:
TENANT: BUILDING: UNIT:	SUBMITTED TO THE FOLLOWING <input type="checkbox"/> BUILDING SUPERINTENDANT <input type="checkbox"/> AHO DIRECTOR <input type="checkbox"/> EXECUTIVE DIRECTOR

1. AUTHORIZATION TO TREATMENT PREP FOR BB TREATMENT

☐ YES, IF YES WHY? _____

☐ NO

✓ **UNIT PREP DATE NEEDED BY:** _____

TENANT SIGNATURE

DATE

2. AUTHORIZATION TO DISPOSE OF INFESTED FURNITURE

☐ YES, IF YES WHY? _____

☐ NO

✓ **DISPOSAL DATE:** _____

➔ PLEASE LIST FURNITURE YOU WOULD LIKE DISPOSED

✓ **TENANT INITIAL** _____

➔ OTHER ITEMS NEEDED TO BE DISPOSED

✓ **TENANT INITIAL** _____

3. DISPOSAL AUTHORIZATION

I, _____, do hereby authorize The Housing Authority of Gloucester County to Remove and dispose of items listed above.

This authorization releases The Housing Authority of Gloucester County from any further claims regarding herein mention items/personal property listed above being disposed of.

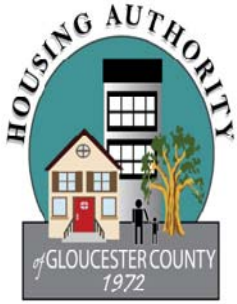
The undersigned represents that he/she/they are the owners of the property to be disposed of, and acknowledges and understands that disposal means irretrievable disposition of the property and that the undersigned authorizes The Housing Authority of Gloucester County to proceed with disposal.

TENANT SIGNATURE

DATE

HAGC REPRESENTATIVE SIGNATURE _____





100 POP MOYLAN BLD
DEPTFORD NJ 08096
PHONE: 856-845-4959
FAX: 856-384-9044

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BED BUG MAINTENANCE PROCEDURE GUIDE

AFFORDABLE HOUSING DEPARTMENT

UNIT PREP CHECKLIST FOR MAINTENANCE

- ☐ Remove all blankets, sheets, covers, pillows, bath towels, and drapes/curtains from the bed and room and place them into bags for transport to the laundry
- ☐ Empty drawers and closets and place belongings into plastic bags
- ☐ Place all clothing and coats into bags for transport to the laundry
- ☐ Shoes, pillows, and plush items should be bagged for the laundry
- ☐ Books, electronics, and anything that cannot be washed should be bagged separately for inspection.
- ☐ The room should be empty of all cloth and plush items, except plush furniture. If possible, the pillows of plush furniture should be removed and laundered
- ☐ Move furniture at least 18 inches away from the walls
- ☐ Remove outlet covers and switch plates on all walls
- ☐ Picture frames should be removed from the walls and cleaned
- ☐ People and pets must leave the area during treatment and wait the stated amount of time before reentering, for at least 4 hours.
- ☐ All clothing, linens and other items must be cleaned (free of bed bugs) and kept isolated until the client is moved to a new room or location, or until the bed bug problem is eliminated
- ☐ Make sure the pest control professional can get to all furniture, closets, beds, and baseboards to inspect and Treat
- ☐ Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag into a plastic bag, then seal the bag with tape
- ☐ Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water

Scheduled Treatment Date: _____

Unit Prep Date: _____

Unit Checked and Cleared for Treatment Date: _____

Unit Prep by: _____

HAGC REPRESENTATIVE SIGNATURE: _____

BED BUGS



WHAT ARE THEY? HOW TO GET RID OF THEM!



Gloucester County Department of Health

Freeholder Director
Robert M. Damming
Freeholder Deputy
Director / liaison
Warren S. Wallace, Ed.D

204 E. Holly Avenue
Sewell, NJ 08080
856-218-4170

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Office of Educational and Disability Services at 856-681-6128/New Jersey Relay Service 711 or the EEO office at 856-384-6903.



What are bed bugs?

Bed bugs are thin, brown, oval-shaped insects slightly smaller than a lady bug. These pests tend to be most active at night. They cannot fly or jump. But they crawl — quickly. To live, bed bugs bite humans.

Can bed bugs spread disease?

While bed bugs are not known to spread disease, their bites can cause serious itching.

How do bed bugs travel?

Bed bugs move from place to place by “hitchhiking” in items such as luggage, backpacks, even furniture. They can survive and thrive in a variety of spots: houses, apartments, hotel rooms, college dorms, etc..

How do I know if I have bed bugs in my home?

It can be difficult to determine if you have a bed bug problem because these insects feed at night and hide during the day. While bed bugs can be found in any area of the home, they typically live in the bedroom.

Look for bed bugs:

- In seams of mattresses
- Behind bed boards and bed frames
- Between cracks and crevices of walls and floor moldings
- Where carpeting adjoins walls
- In furniture and dresser drawers
- In seams of curtains that touch the floor

What causes bed bug infestations?

Bed bug infestations are not caused by poor sanitary conditions. However untidy, cluttered environments and failure to detect an infestation early can make the bed bug problem worse over time. Recognizing the signs of bed bugs and taking immediate steps to reduce their population can greatly lessen the risk of a severe infestation.

Can bed bugs be transferred from one person to another?

Bed bugs generally are inactive during the day, so the possibility of transferring them from one person to another is very low. Remember, however, that bed bugs move from place to place by hitchhiking. Therefore, you should always check your luggage and related items when you travel. And, by all means, **do not** bring home discarded furniture. When buying used furniture, inspect it very closely before bringing it into your home.



How do I get rid of bed bugs?

To reduce bed bugs, you should eliminate their habitat. Start with a rigorous inspection of your home. For example, thoroughly examine the seams of bed mattresses by lifting up the lip along the outer edge of the mattress. If you see evidence of bed bugs, vacuum and clean carefully with diluted bleach solution (1 part bleach to 10 parts water). It may also help to vacuum and steam clean the carpet, paying close attention to where walls meet carpets. Also, wash walls and dresser drawers. Severely infested furniture should be discarded.

In the most serious cases of infestation, insecticide applications might be necessary. This should be done by a licensed pesticide applicator after infested areas have been cleaned as thoroughly as possible.

LAS CHINCHES DE CAMA

QUE SON LAS CHINCHES DE CAMA?

Y como librarse de ellas.



Freeholder Director
Robert M. Dammingier
Freeholder Deputy
Director / Liaison
Warren S. Wallace

Gloucester County Department of Health

204 E. Holly Avenue
Sewell, NJ 08080
856-218-4170



Que son las Chinchas de Cama? (bed bug)

Las chinchas de cama son insectos muy pequeños, de forma ovalada, de color café. Estos insectos tienden a estar más activos en la noche. Las chinchas no vuelan o saltan, pero se mueven rápido, y se alimentan de sangre humana.

Pueden estas Chinchas propagar enfermedades?

No son conocidas como portadores de enfermedades, sin embargo las mordeduras causan mucha comezón.

Como se “transportan” estas Chinchas?

Estas Chinchas llegan a su casa, “transportadas” en maletas, bolsas y muebles. Pueden vivir en zonas residenciales, apartamentos, hoteles y dormitorios universitarios.

Como puedo saber si tengo Chinchas de Cama en mi casa?

Debido a que las chinchas de cama se alimentan de noche y se esconden durante el día, no es fácil de identificar este problema. Las chinchas de cama se pueden encontrar en cualquier area de su hogar, aunque típicamente estos insectos prefieren los dormitorios. Las chinchas pueden ser encontradas en lugares como:

- Alrededor de los colchones
- Detras de la armadura y cabecera de la cama
- Grietas en el piso o en la pared
- Grietas entre la alfombra y el piso
- En muebles y cajones
- En el borde de las cortinas, cuando tocan el piso

Como ocurren las infestaciones de Chinchas de cama?

Los inquilinos deben saber que estas infestaciones no son causadas por falta de higiene. Sin embargo, lugares desordenados y el no reconocer cuando hay una infestación pueden hacer la situación mucho peor. Reconociendo la presencia de Chinchas de cama y tomando pasos para que no se multipliquen, pueden reducir grandemente infestaciones severas.

Las Chinchas de cama pueden ser transmitidas de una persona a otra?

Debido a que las chinchas generalmente no están activas durante el día, la posibilidad de transferirse de una persona a otra, es muy baja. Sin embargo, debido a que las chinchas se transportan de un lado a otro, usted debe de inspeccionar cuidadosamente sus bolsas y maletas cuando viaje. Además, por favor **NO LEVANTE** muebles usados, que hayan sido tirados. Cuando compre muebles usados, inspeccionelos cuidadosamente antes de llevarlos a su hogar.



Como me puedo librar de las chinchas de cama?

La mejor manera de librarse de estos insectos es destruyendo su hábitat, se debe comenzar con una inspección detallada de su hogar. Por ejemplo, empiece examinando su colchón, levántelo y busque en las orillas. Si encuentra evidencia de estos insectos, use la aspiradora, y después limpie cuidadosamente con cloro rebajado con agua (1 parte cloro, 10 parte agua). Aspirando y usando vapor en las alfombras, poniendo cuidadosa atención en las grietas y orillas con la pared, así como lavando las paredes y los cajones de ropa, pueden reducir los insectos. Muebles que estén seriamente infestados, tendrán que ser tirados. En algunos casos insecticidas son necesarios para eliminar una infestación. Esto debe hacerse, con un aplicador de pesticida autorizado, una vez que las áreas hayan sido limpiadas cuidadosamente.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

EXPOSURE CONTROL PLAN

DRAFT

100 Pop Moylan Blvd.

**Deptford, NJ 08096
856-845-4959**

Table of Contents

POLICY	4
PROGRAM ADMINISTRATION	4
EMPLOYEE EXPOSURE DETERMINATION	5
METHODS OF IMPLEMENTATION AND CONTROL	5
• UNIVERSAL PRECAUTIONS	5
• EXPOSURE CONTROL PLAN	6
• PERSONAL PROTECTIVE EQUIPMENT (PPE)	7
• HOUSEKEEPING	7
• LAUNDRY	8
• LABELS	8
HEPATITIS B VACCINATION	9
POST-EXPOSURE EVALUATION AND FOLLOW-UP	9
ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP	10
PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT	10
EMPLOYEE TRAINING	11
RECORDKEEPING	12
• TRAINING RECORDS	12
• MEDICAL RECORDS	12
• OSHA RECORDKEEPING	13
• SHARPS INJURY LOG	13
GLOSSARY	14
APPENDIX "A"	17
• EMPLOYEE EXPOSURE DETERMINATION, BLOOD BORNE PATHOGENS, LIST A	18
• EMPLOYEE EXPOSURE DETERMINATION, BLOOD BORNE PATHOGENS, LIST B	19

APPENDIX “B”	20
• OTHER POTENTIALLY INFECTIOUS MATERIALS(OPIM)	21
APPENDIX “C”	22
• HEPATITIS B VACCINE DECLINATION	23
APPENDIX “D”	24
• EXPOSURE INCIDENT REPORT	25
APPENDIX “E”	27
• POST-EXPOSURE CONSENT FOR TESTING: SOURCE PATIENT	28

POLICY

The Housing Authority of Gloucester County (“HAGC”) is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal, the following Exposure Control Plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, “Occupational Exposure to Bloodborne Pathogens.” The ECP is a key document to assist our organization in implementing and ensuring compliance with the Standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including: universal precautions, engineering controls and work practices, personal protective equipment, housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents
- Implementation methods for these elements of the standard are discussed in the subsequent pages of this ECP

PROGRAM ADMINISTRATION

- The Human Resources Administrator (HRA), Affordable Housing Operations (AHO) Director and the Executive Director, or his/her designee, are responsible for implementation of the ECP. The HRA will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures.
- Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP. See Appendix “B” for list of OPIM.
- The AHO Director will provide and maintain all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels, and red bags as required by the Standard. The AHO Director will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes.
- The HRA will be responsible for ensuring that all medical actions required by the Standard are performed and that appropriate employee health and OSHA records are maintained.
- The HRA will be responsible for training, documentation of training, and making the written ECP available to employees, OSHA, and other appropriate representatives.

EMPLOYEE EXPOSURE DETERMINATION

Attached to this ECP, as Appendix "A" is a list of Employee Exposure Determinations, as mandated by federal law. List A includes all high risk job classifications and list B includes all low risk job classifications.

List A (High Risk) represents classifications with an almost daily risk of Occupational Exposure.

List B (Low Risk) represents classifications with a reasonable risk of Occupational Exposure.

"Occupational Exposure" is defined as "reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties."

METHODS OF IMPLEMENTATION AND CONTROL

Universal Precautions

All employees will utilize universal precautions.

HAGC's **Engineering Controls and Work Practices** are listed below. Engineering Controls and Work Practices will be used to prevent or minimize exposure to bloodborne pathogens.

- Think when responding to emergencies and exercise common sense when there is a potential exposure to blood or OPIM.
- Keep all cuts and abrasions covered with adhesive bandages which repel liquids.
- If hands are contaminated with blood or OPIM, then wash immediately and thoroughly. Hands shall also be washed after gloves are removed even if the gloves appear to be intact. When soap and water or hand washing facilities are not available, then use a waterless antiseptic hand cleanser according to the manufacturers' recommendation for use. Employees shall wash with soap and water as soon as feasible.
- All employees shall take precautions to prevent injuries caused by needles. To prevent needle stick injuries, needles shall not be recapped, purposely bent or broken by hand, or removed from disposable syringes. After they are found, disposable syringes and needles shall be placed in a puncture resistant container for disposal. The container should be labeled, leak proof on the sides and bottom and does not require an employee reach by hand into the container where the sharps have been placed.
- HAGC will provide gloves of appropriate material and quality for employees. The gloves are to be worn when there is contact, or potential contact, with blood or OPIM. Gloves shall be worn when handling an individual where exposure is possible, while cleaning or handling contaminated items or equipment and while cleaning up an area that has been contaminated with one of the above. Gloves shall not be used if the gloves are peeling, cracked, discolored or show other signs of defect or deterioration. Employees shall not wash or disinfect surgical gloves for reuse.
- Masks or protective eyewear or face shields shall be used during job duties that are more likely to result in exposure to blood or OPIM to prevent exposure to mucous membranes.

- Disposable garments shall be used during job duties that are more likely to result in exposure to blood or OPIM.
- Wash body parts as soon as possible after skin contact with blood or OPIM.
- All disposable equipment (gloves, masks, gowns) shall be placed in a clearly marked red plastic bag. Place the bag in a second clearly marked red plastic bag. Seal and dispose the plastic bag by placing in a dumpster. Note that sharp objects must be placed in an impervious container and properly disposed.
- Disposable rags soiled with blood or OPIM shall be handled as little as possible with minimum agitation. See Section on Laundry.
- Employees shall not eat, drink, smoke, apply cosmetics or lip balm, or handle contact lenses in work areas where there is a likelihood of Occupational Exposure.
- Employees shall not store food or drink in refrigerators, freezers, cabinets, shelves, or countertops where blood or OPIM are present.
- All job duties involving blood or OPIM shall be performed in such a manner as to minimize splashing, splattering and generation of droplets of these substances.
- Except in an emergency situation, no employee shall enter into, or remain in a contaminated area unless properly attired in PPE.

Sharps disposal containers shall be inspected and maintained or replaced by the AHO Director every year or whenever necessary to prevent overfilling.

HAGC identifies the need for changes in engineering controls and work practices through: Review of OSHA records, employee interviews, and safety committee activities.

HAGC evaluates new procedures and new products regularly by literature reviewed and review of supplier information.

Both front-line employees and management officials are involved in this process in the following manner: annual trainings and participating in safety committee activities.

The HRA is responsible for ensuring that these recommendations are implemented.

Exposure Control Plan

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during an annual training session. All employees can review this ECP at any time during their work shifts by contacting the HRA. If requested, HAGC will provide an employee with a copy of the ECP free of charge and within 15 days of the request. The HRA, AHO Director, and Executive Director or his/her designee are responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures that affect Occupational Exposure and to reflect new or revised employee positions with Occupational Exposure.

Personal Protective Equipment (PPE)

PPE is provided to employees at no cost to them. Training in the use of the appropriate PPE for specific tasks or procedures is provided by the AHO Director and HRA.

The types of PPE available to employees are as follows: gloves, masks, face shields, hooded protective coveralls, disposable boot covers, and bloodborne response kits.

PPE shall be utilized where there is a reasonable likelihood for Occupational Exposure.

PPE is located in the maintenance shops and may be obtained through the AHO Director. The AHO Director will ensure that the PPE is available. Employees shall obtain the PPE as needed.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removing gloves or other PPE.
- Remove PPE after it becomes contaminated and before leaving the work area.
- Used PPE may be disposed of in red plastic bags provided by HAGC.
- Wear appropriate gloves when it is reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured or contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated by blood or OPIM, in such a way as to avoid contact with the outer surface.
- Wear gowns, aprons or other protective body clothing depending on the task and extent of exposure.
- Wear protective caps/hoods and shoe covers where gross contamination may occur.
- The procedure for handling used PPE is as follows: Discard with the use of a doubled red plastic bag.

Housekeeping

Employees must maintain a clean and sanitary worksite. All equipment and surfaces must be cleaned and decontaminated after contact with blood or OPIM.

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see the following section "Labels"), and closed prior to removal to prevent spillage or protrusion of contents during handling.

Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leak proof on sides and bottoms, and appropriately labeled or color-coded. Sharps disposal containers are located within all maintenance shops as close as feasible to the immediate area where sharps are used.

Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as feasible after visible contamination. Broken glassware that may be contaminated is only picked up using mechanical means, such as a brush and dustpan.

Laundry

The following contaminated articles will be laundered at Brothers Dry Cleaners, 875 Mantua Pike, Woodbury New Jersey (856-845-9805).

- Employee Uniforms

The following contaminated articles will be laundered by congregate aides in the laundry facility of the building where the contaminated article originated:

- All other contaminated articles including towels, clothing, bedsheets etc.

The following laundering requirements must be met:

- Handle contaminated laundry as little as possible, with minimal agitation.
- Place wet contaminated laundry in leak-proof, labeled or colorcoded containers or bags before transport.
- Must be bagged where it is used and not sorted or rinsed.
- Wear the following PPE when handling and/or sorting contaminated laundry: gloves, eye protection, shoe covers and gowns.
- If hot water is used, linen soiled with blood or OPIM should be washed with detergent in water at least 140 degrees -160 degrees F for 25 minutes. If low laundry cycles are used, chemicals suitable for low-temperature washing at proper concentration should be used.

Labels

The AHO Director is responsible for ensuring that warning labels are affixed or red plastic bags are used as required if regulated waste or contaminated equipment is brought in or out of HAGC property. Employees are to notify the AHO Director if they discover regulated waste containers, refrigerators containing blood or OPIM, contaminated equipment, etc., without proper labels.

HEPATITIS B VACCINATION

The HRA will provide training to employees on hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration, and availability. The hepatitis B vaccination series is available at no cost after initial employee training and within 10 days of initial assignment to all employees identified in List A of the Exposure Determination Section of this ECP. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series; 2) antibody testing reveals that the employee is immune; or 3) medical evaluation shows that vaccination is contraindicated. However, if an employee declines the vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept in the HRA's office.

Vaccination will be provided by a HAGC approved medical facility.

Following the medical evaluation, a copy of the health care professional's written opinion will be obtained and provided to the employee within 15 days of the completion of the evaluation. It will be limited to whether the employee requires the hepatitis vaccine and whether the vaccine was administered.

See Appendix "C" for the Hepatitis B Declination Form.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact the HRA at the following number 856-845-4959 ext. 217. The report shall be made within 24 hours of the exposure incident. Each exposure must be documented by the employee with the assistance of their supervisor on "BloodBorne Pathogen Incident (Exposure) Report." See Appendix "D" for the form.

An immediately available confidential medical evaluation and follow-up will be conducted by Life Care Occupational Medicine. Following initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).
- Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
- After obtaining consent, collect exposed employee's blood as soon as feasible after the exposure incident, and test blood for HBV and HIV serological status

- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

The HRA shall provide to the health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up a copy of OSHA's bloodborne pathogens standard. The HRA shall provide the health care professional evaluating an employee after an exposure incident the following:

- A description of the employee's job duties relevant to the exposure incident;
- Route(s) of exposure;
- Circumstances of exposure;
- If possible, results of the source individual's blood test;
- Relevant employee medical records, including vaccination status.

The HRA shall provide the employee with a copy of the evaluating health care professional's written opinion within 15 days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

The HRA and AHO Director will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time;
- Work practices followed;
- A description of the device being used (including type and brand);
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.);
- Location of the incident;
- Duty being performed when the incident occurred;
- The employee's training.

The HRA will record all percutaneous (skin piercing) injuries from contaminated sharps in a Sharps Injury Log.

If revisions to this ECP are necessary, the HRA and AHO Director will ensure that appropriate changes are made. (Changes may include an evaluation of safer devices, adding employees to the exposure determination list, etc.)

EMPLOYEE TRAINING

All employees who have Occupational Exposure to bloodborne pathogens shall receive initial and annual training. All employees who have Occupational Exposure to bloodborne pathogens shall receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the OSHA bloodborne pathogen standard;
- An explanation of HAGC's ECP and how to obtain a copy;
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident;
- An explanation of the use and limitations of engineering controls (methods), work practices, and PPE that will reduce exposure;
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE;
- An explanation of the basis for PPE selection;
- Information on the hepatitis B vaccine, including information on its effectiveness, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge;
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM;
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
- Information on the post-exposure evaluation and follow-up that HAGC is required to provide for the employee following an exposure incident;
- An explanation of the signs and labels and/or color coding required by the Standard and used at HAGC;
- An opportunity for interactive questions and answers with the person conducting the training session.

RECORDKEEPING

Training Records

Training records are completed for each employee upon completion of training. These documents will be kept in the HRA's Office for three years from the date on which the training occurred. The training records include:

- The dates of the training sessions;
- The contents or a summary of the training sessions;
- The names and qualifications of persons conducting the training;
- The names and job titles of all persons attending the training sessions.

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 business days. Such requests should be addressed to the HRA.

Medical Records

Medical records are maintained for each employee with Occupational Exposure in accordance with 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records." The HRA is responsible for maintenance of the required medical records. These confidential records are kept in the HRA's Office or appropriate storage facility for at least the duration of employment plus 30 years. Employee medical records are provided upon request of the employee, or to anyone having written consent of the employee, within 15 business days.

The Standard requires that the following information be included in the medical record:

1. The name and Social Security Number of the employee.
2. A copy of the employee's hepatitis B vaccination status including the dates of all the Hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination.
3. A copy of all results of post-exposure evaluation examinations, medical testing and follow-up procedures.
4. HAGC's copy of the healthcare professional's written opinion.
5. A copy of the information provided to the healthcare professional.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 CFR 1904). This determination and the recording activities are done by the HRA.

Sharps Injury Log

In addition to the Recordkeeping Requirements, all percutaneous (skin piercing) injuries from contaminated sharps are also recorded in a Sharps Injury Log. All incidents must include at least:

- Date of the injury;
- Type and brand of the device involved (syringe, suture needle);
- Department or work area where the incident occurred;
- Explanation of how the incident occurred.

This log is reviewed as part of the annual program evaluation and maintained for at least five years following the end of the calendar year covered. If a copy is requested by anyone, it must have any personal identifiers removed from the report to protect the confidentiality of the injured employee.

GLOSSARY

<i>Acute febrile illness.</i>	Any acute illness characterized by a high fever.
<i>Aerosolization.</i>	Formation of a spray by pressurizing a liquid.
<i>Biohazard symbol.</i>	A symbol that identifies biological hazardous wastes.
<i>Blood.</i>	Human blood, human blood components and products made from human blood are included.
<i>Bloodborne pathogens.</i>	Pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).
<i>Centers for Disease Control and Prevention (CDC), U.S. Health and Human Services, Public Health Service.</i>	The federal agency responsible for identifying and responding to all communicable diseases.
<i>Clinical laboratory.</i>	A workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.
<i>Contaminated.</i>	The presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
<i>Contaminated laundry.</i>	Laundry that has been soiled with blood or other potentially infectious materials or may contain sharps.
<i>Decontamination.</i>	The use of physical or chemical means to remove, inactivate or destroy bloodborne pathogens on a surface or item to the point where it is no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
<i>Engineering controls.</i>	Controls that isolate or remove the bloodborne pathogens hazard from the workplace. Examples include sharps disposal containers and self-sheathing needles.
<i>Epidemiology.</i>	The study of the relationships of the various factors determining the frequency and distribution of diseases in a human community.
<i>Exposure incident.</i>	A specific eye, mouth, other mucous membrane, non-intact skin or parenteral contact with blood or other potentially infectious materials, that results from the performance of an employee's duties.
<i>Handwashing facilities.</i>	A facility providing an adequate supply of running potable water, soap, and single use towels or air-drying machines.
<i>HBV.</i>	Hepatitis B virus.
<i>HCV.</i>	Hepatitis C virus.

HIV. Human immunodeficiency virus.

Licensed healthcare professional. A person whose legally permitted scope of practice allows him or her to independently perform the activities required in paragraph (f) of the Standard in dealing with hepatitis B vaccinations and post-exposure evaluations and follow-ups.

Needleless systems. A device that does not use needles for: (1) The collection of bodily fluids or withdrawal of body fluids after initial venous or arterial access is established; (2) The administration of medication or fluids; or (3) Any other procedure involving the potential for Occupational Exposure to bloodborne pathogens due to percutaneous injuries from contaminated sharps.

Occupational exposure. Reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

OPIM: *Acronym for Other Potentially Infectious Materials.* (1) The listed human body fluids; (2) any unfixed tissue or organ (other than intact skin) from a human (living or dead); and (3) HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture mediums or other solution; and (4) blood, organs or other tissues from experimental animals infected with HIV or HBV.

Parenteral. Piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts and abrasions.

PPE. *Acronym for Personal Protective Equipment.* Specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (such as uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be Personal Protective Equipment.

Phlebotomist. Any health care worker who draws blood samples.

Production facility. A facility engaged in industrial-scale, large volume or high concentration production of HIV or HBV.

Regulated waste. Liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

Research laboratory. Any laboratory producing or using research-laboratory-scale amounts of HIV or HBV. Research laboratories may produce high concentrations of HIV or HBV but not in the volume found in production facilities.

Sharps with engineered sharps injury protections.

A non-needle sharp or a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, with a built-in safety feature or mechanism that effectively reduces the risk of an exposure incident.

Source individual.

Any individual, living or dead, whose blood or other potentially infectious materials may be a source of Occupational Exposure to an employee. Examples include, but are not limited to, hospital and clinic patients; clients in institutions for the developmentally disabled; trauma victims; clients of drug and alcohol treatment facilities; residents of hospices and nursing homes; human remains; and individuals who donate or sell blood or blood components.

| *Standards.*

Occupational safety and health standards enforced under OSHA.

Sterilize.

The use of a physical or chemical procedures to destroy all microbial life including highly resistant bacterial endospores.

Universal precautions.

An approach to infection control. According to the concept of universal precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV and other bloodborne pathogens.

Work practice controls.

Controls that reduce the likelihood of exposure by altering the manner in which a task is performed.

DRAFT

APPENDIX “A”

Housing Authority of Gloucester County

EMPLOYEE EXPOSURE DETERMINATION

Blood Borne Pathogens

List A

The following is a list of all job classifications at **HAGC** in which all employees have a High Risk of Occupational Exposure:

Job Title	Department/Location
Building Maintenance Worker	Various sites
Congregate Aide	Various sites
Lead Building Maintenance Worker	Various sites
Maintenance Repairer	Various sites
Maintenance Repairer Trainee	Various sites
Senior Maintenance Repairer	Various sites
Superintendent	Various sites

Housing Authority of Gloucester County

EMPLOYEE EXPOSURE DETERMINATION

Blood Borne Pathogens

List B

The following is a list of all job classifications at **HAGC** in which all employees have a Low Risk of Occupational Exposure:

Job Title	Department/Location
AHO Director (Affordable Housing Operations)	Various sites
Congregate Services Coordinator	Various sites
Painter	Various sites
Site Manager	Glassboro Housing Authority

APPENDIX “B”

DRAFT

Other Potentially Infectious Materials(OPIM)

The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;

Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and

HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Please note: Urine and feces are not covered and are not included in coverage by the Standard unless they are visibly contaminated with blood. Employees are not required to wear Personal Protective Equipment when changing beds or emptying bed pans that are soiled with urine or feces or while doing laboratory tests on urine or feces. While most employees will wish to wear gloves in such situations, it is not required by the Standard unless there is visible blood or in a situation where it is impossible to determine whether there is blood, for example in emergency situations where lighting is inadequate

DRAFT

APPENDIX "C"

HEPATITIS B VACCINE DECLINATION

I understand that due to my Occupational Exposure to blood or other potentially infectious materials I may be at risk of acquiring the hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with the hepatitis B vaccine, at no charge to myself. However, I decline the hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have Occupational Exposure to blood or other potentially infectious materials and I want to be vaccinated with the hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name Printed: _____

Employee Signature: _____

Date: _____

APPENDIX “D”

DRAFT

EXPOSURE INCIDENT REPORT

(Routes and Circumstances of Exposure Incident)

Please Print and Provide to Human Resources Administrator within 24 Hours

Date Completed: _____

Employee's Name: _____

Home Phone: _____ Business Phone: _____

Job Title: _____

Date of Exposure: _____ Time of Exposure: _____

Location of Incident: _____

Nature of the Incident: _____

Describe what task(s) you were performing when the exposure occurred (Be Specific):

Were you wearing personal protective equipment (PPE)? _____

If yes, list: _____

Did the PPE Fail? _____

If yes, explain: _____

What body fluid(s) were you exposed to (blood or other potentially infection material) ?(Be Specific): _____

What parts of your body became exposed? _____

Estimate the size of the area of your body that was exposed? _____

For how long?_____

Did a foreign body (needle, nail, auto part, wires etc.) penetrate your body?_____

If yes, what was the object?_____

Where did it penetrate your body?_____

Was any fluid injected into your body?_____

If yes, what fluid? _____ How much?_____

Did you receive any first aid/ medical attention? _____

If yes, where?_____

When:_____

By Whom:_____

When was the incident first reported _____ To whom?_____

List names of witnesses (if any)_____

Identification of source individual(s) (If known):_____

Were you in direct contact with the individual?_____

Other pertinent information:_____

NOTE: If needed, the employee's medical evaluator will provide the source a "Source Consent" Form to attempt to obtain permission for source HIV/HBV Blood Testing. The Medical evaluator has been informed as to our policy and OSHA Rules. **All medical data is confidential.**

APPENDIX “E”

DRAFT

Post-exposure Consent for Testing: Source patient

Testing for HIV, HBV, and HCV Infectivity

This form should be reviewed and signed by the source patient and provided to the health care provider responsible for the post-exposure evaluation.

Exposed Individual's Information

Name (Please Print): _____ Exposure Date: _____

Address: _____

Contact Number: _____

Source Patient Statement of Understanding

I _____ understand that my consent is required by law for HIV, hepatitis B (HBV), and hepatitis C (HCV) infectivity testing if someone is exposed to my blood or bodily fluids. I understand that a member of the Housing Authority of Gloucester County and/or Glassboro Housing Authority has been accidentally exposed to my blood or bodily fluids and that testing for HIV, HBV, and HCV infectivity is being requested. I understand that I am not required to give my consent, but if I do, my blood will be tested for these viruses at no expense to me. I have been informed that the test to detect whether or not I have HIV antibodies is not completely reliable. This test can produce a false positive result when an HIV antibody is not present and that follow-up tests may be required. I understand that the results of these tests will be kept confidential and will only be released to medical personnel directly responsible for my care and treatment, to the health care provider responsible for the exposed member of the Housing Authority of Gloucester County and/or Glassboro Housing Authority to ensure appropriate medical evaluation and care, and to others only as required by law.

Source Patient to INITIAL selection for consent or refusal:

Consent or Refusal

I CONSENT to:

HIV Testing _____
Hepatitis B Testing _____
Hepatitis C Testing _____

I REFUSE consent to:

HIV Testing _____
Hepatitis B Testing _____
Hepatitis C Testing _____

Source Individual Identification:

Source patient's printed name: _____

Source patient's signature: _____

Relationship (if signed by someone other than the source patient): _____

Date Signed: _____

RESOLUTION #17-43

RESOLUTION AUTHORIZING AND APPROVING
REVISION TO
THE PROCUREMENT POLICY

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

WHEREAS, the Housing Authority of Gloucester County (HAGC) has consistently administered its Procurement Policy in an efficient manner; and

WHEREAS, the HAGC is desirous of meeting all federal, state and local requirements in the area of procurement; and

WHEREAS, the HAGC wishes to revise its Procurement Policy; and

WHEREAS, the revised Procurement Policy is attached hereto as exhibit A; and

WHEREAS, the Board of Commissioners of the Housing Authority of Gloucester County, in accordance with N.J.S.A. 40A:11-6.1(c), hereby authorizes the contracting agent to award all contracts that are in the aggregate less than 15 percent of the bid threshold without soliciting competitive quotations. In awarding such contracts, the contracting officer will act in accordance with and be bound by HAGC's Procurement Policy.

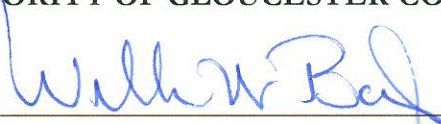
This resolution supersedes any prior resolution granting authority under N.J.S.A. 40A:11-6.1(c)

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that revision to the Procurement Policy attached hereto and made a part hereof be and hereby is adopted; and


IT IS FURTHER RESOLVED that the Executive Director is hereby directed to file a copy of the revisions to the Procurement Policy with the Department of Housing and Urban Development as part of the submission of the Agency/Annual Plan. The Policy revision will take effect immediately with the Agency Plan.

ADOPTED at the Annual Meeting of the Housing Authority of Gloucester County, held on the 28th day of June 2017.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY


WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY
DATED: JUNE 28, 2017



THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

PROCUREMENT POLICY

Rev. (6/17), (3/06), (9/99)

Table of Abbreviations

Act 2 CFR 200, 24 CFR Part 85

FAR Federal Acquisition Regulation (48 CFR 1 et seq.)

Handbook HUD Handbook 7460.8, Rev. 2

MPP HUD Model Procurement Policy (appended to HUD Handbook 7460.8 Rev. 2)

N.J.S.A. New Jersey Statutes Annotated

N.J.A.C. New Jersey Administrative Code

PHA Public Housing Authority

DRAFT

Established for the Housing Authority of Gloucester County (hereinafter the "PHA") by Board action on June 24, 2017 This Statement of Procurement Policy complies with HUD's Annual Contributions Contract (ACC), HUD Handbook 7460.8, Rev. 2 "Procurement Handbook for Public Housing Agencies, " (dated 2/2007) the procurement standards of 2 CFR 200, N.J.S.A. 40A: 11-1, et seq. (the New Jersey Local Public Contracts Law) and Rules contained in New Jersey Administrative Code (N.J.A.C. 5:34-1.1 et seq. and 5:30-5.1 and 11.1)

This Policy is based on the Model Statement of Procurement for Public Housing Authorities Operating in New Jersey.

I. GENERAL PROVISIONS

A. PURPOSE

The purpose of this Statement of Procurement Policy is to provide for the fair and equitable treatment of all persons or firms involved in purchasing by the PHA; assure that supplies, services and construction are procured efficiently, effectively, and at the most favorable prices available to the PHA; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that PHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State laws.

Source: HUD Model Procurement Policy (hereinafter "MPP") Sec. I-A; and 2 CFR 200.318 (hereinafter referred to as the "Act") Sec. (a).

B. APPLICATION

This Statement of Procurement Policy (Statement) applies to all contracts for procurement of supplies, services and construction entered into by the PHA after the effective date of this Statement. It shall apply to every expenditure of funds by the PHA for public purchasing, irrespective of the source of funds, including contracts which do not involve an obligation of funds (such as concession contracts); however, nothing in this Statement shall prevent the PHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement," as used herein, includes both contract and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

Source: MPP Sec. I-B and N.J.S.A. 40A:11-4.1 (as to Concession Contracts) and 40A:11-13.1 (as to gifts and bequests).

C. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided in N.J.S.A. 47:1A-1 et seq. (Open Public Records Act (OPRA)), and shall be available to the public as provided in that statute.

Source: MPP Sec. I-C; N.J.S.A. 47:1A-1 et seq.

II. PROCUREMENT AUTHORITY AND ADMINISTRATION

A. All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing. The Executive Director shall issue operational procedures to implement this Statement, which shall be based on HUD Handbook 7460.8, N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:30-11 et seq. as they may be amended and supplemented. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section IX below, consistent with State Law. Any amounts indicated in this Policy shall be adjusted in accordance with state and federal law.

Source: MPP (Sec. II-A)

Notwithstanding the foregoing, the PHA may by Resolution, establish the office of purchasing agent (which may be the Executive Director or his designee) or purchasing department. Such purchasing agent or department shall have the authority, responsibility and accountability as the contracting agent for all purchasing activity, to prepare public advertising for bids, to review bids and to award contracts which do not exceed the bid threshold set forth in N.J.S.A. 40A:11-3 and Section III(C) of this policy and conduct any activities as may be necessary or appropriate to the purchasing function.

Source: Adapted from N.J.S.A. 40A:11-9 (1999).

B. The Executive Director or his/her designee shall ensure that:

1. Procurement requirements are subject to a planning process to assure efficient and economical purchasing;
2. Contracts and modifications are in writing, clearly specifying the desired supplies, services or construction, and are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price;
3. For procurement other than small purchases, where time permits, public notice of an upcoming procurement should be given at least ten days before a solicitation is issued. The PHA should provide offerors with as much time as possible to respond to solicitations and should attempt to provide at least 15 days between issuance of the solicitation and receipt of offers, but in no event may the time in which an offeror can respond to a solicitation be less than ten days in accordance with N.J.S.A. 40A:11-23, for Publicly Bid Contracts or twenty days in accordance with N.J.S.A. 40A:11-4.5a for optional New Jersey Competitive Contracting as per Section III(E) of this policy.
4. Solicitation procedures are conducted in full compliance with Federal Standards stated in 2 CFR 200.318, or State and Local Law that are more stringent, provided they are consistent with 24 CFR 200.318.
5. An independent cost estimate is performed before solicitation issuance and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurement.
6. Contract award is made to the responsive and responsible bidder (or offeror for procurement under

small purchase procedures) offering the lowest price (for sealed bid contracts) or contract award is made to the offeror whose proposal offers the greatest value to the PHA, considering price, technical, and other factors as specified in the solicitation (for contract awards based on competitive proposals); unsuccessful firms are notified within ten days after contract award;

7. There are sufficient unencumbered funds available to cover the anticipated cost of each procurement before contract award or modification (including change orders), work is inspected before payment, and payment is made promptly for contract work performed and accepted; and

8. The PHA complies with applicable HUD review requirements, as provided in the operational procedures supplementing this statement;

9. The Contracting Officer has maintained records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

10. Ensure that for all contracts in excess of 15% of the bid threshold, contractors or vendors (including professionals) provide a valid New Jersey Business Registration Certificate prior to entering into the contract. A contract includes a formal contract awarded by public bid, a purchase order or other mechanism.

Source: Partially MPP Sec. II-B; Act Sec. 200.319; Sec. 7; Based in part on N.J.A.C. 5:30-5.1 et seq.

11. Value Engineering

The PHA shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential is provided at the overall lower cost.

12. New Jersey Business Registration Certificate

For all contracts in excess of 15% of the bid threshold, contractors or vendors (including professionals) provide a valid New Jersey Business Registration Certificate prior to entering into the contract. A contract includes a formal contract awarded by public bid, a purchase order or other mechanism.

13. Procurement of Recovered Materials

The PHA and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring only items designated in EPA guidelines at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the items exceeds \$10,000.00 or the value of the quantity acquired in the preceding year exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

- C. This Statement and any later changes shall be submitted to the Board of Commissioners for approval. The Board appoints and delegates procurement authority to the Executive Director [or Purchasing Agent] and is responsible for ensuring that any procurement policies adopted are appropriate for the PHA.

Source: MPP Sec. II-C

III. PROCUREMENT METHODS

A. SELECTION OF METHOD

If it has been decided that the PHA will directly purchase the required items, one of the following procurement methods shall be chosen, based on the nature of an anticipated dollar value of total requirement.

B. SMALL PURCHASE PROCEDURES

1. General

Any purchase, contract or agreement for the performance of any work or the furnishing or hiring of materials or supplies, the cost or price of which, together with any other sums expended or to be expended for the performance of any work or services in connection with the same immediate program, undertaking, or activity or project or the furnishing of similar materials or supplies during the same fiscal year paid with or out of public funds, does not exceed in the fiscal year the total sum of Seventeen thousand five hundred dollars (\$17,500.00) or Forty thousand dollars (\$40,000.00) if the PHA purchasing agent is qualified in accordance with N.J.S.A. 40A:11-9 (or such other threshold amount as may be established in accordance with N.J.S.A. 40A:11-3) may be made in accordance with the small purchase procedures authorized in this section.

Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section VIII. A of this Statement). For a contract which is single in character or inclusive of the provision or performance of additional goods or services, all of the goods or services requisite for the completion of such contract shall be included in one contract.

2. Duration

Any purchase contract or agreement made pursuant to this section may be awarded for a period of 24 consecutive months, except that professional service contracts which are awarded without competitive bidding may be awarded for a period not exceeding 12 months unless they are awarded pursuant to the optional New Jersey Competitive Contracting provisions set forth in Section III (E) in which case they may be awarded for a period not exceeding five years.

Source: MPP Sec III-B-1; N.J.S.A. 40A: 11-3, and 11-7 and Act Sec. 200.320.

3. Purchasing Authority

When authorized by Resolution small purchases under this Section may be made by the Purchasing Agent or Department. Such authorization may be granted for each contract or by a general delegation of power to negotiate and award such contracts.

Source: N.J.S.A. 40A:11-3

Comment: This provision incorporates both the federal small purchase procedure and the New Jersey bidding threshold. While the federal act sets a threshold of \$150,000.00 (the Simplified Acquisition Threshold) above which formal bidding or competitive proposals are required, in New Jersey the threshold is currently set at \$17,500.00 (unless the purchasing agent is qualified pursuant to N.J.S.A. 40A:11-9 in which case the threshold is currently \$40,000.00). This state threshold is adjusted by the Governor in consultation with the Dep't. of Treasury every five years. Since the "stricter policy applies" the small purchase threshold in New Jersey is either \$17,500.00 or \$40,000.00.00 (as applicable) rather than \$150,000.00. Note that the twenty-four month maximum duration is mandated by N.J.S.A. 40A:11-3b.

4. Petty Cash Purchases

Purchases under \$50.00 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g. one month. For all Petty Cash Accounts, the PHA shall ensure that security is maintained and only authorized persons have access to the account. The account should be reconciled and replenished periodically by submission of a voucher to the PHA finance officer; and, the account shall be periodically audited by the finance officer or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers. The total petty cash maximum account limit is \$300.

5. Micro Purchases / Telephone or Oral Quotations

The PHA has established a Micro Purchase limit threshold of up to \$2,625.00 (or \$3000.00 where there is a qualified purchasing agent) per purchase OR \$2,000.00 in the case of acquisitions for construction subject to the Davis Bacon Act. These purchases may be made without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g. based on recent research, experience or purchases). To the extent practicable, the PHA shall distribute Micro Purchases equitably among qualified vendors.

Source: 2 CFR 200.320(a); Handbook Sec. 5.3, 5.6, Appendix 1. (p. a-3)

6. Written Quotations

This section applies to procurement costing between \$2,625.00 and the bid threshold established by the authority in accordance with N.J.S.A. 40A:11-3 which is currently \$17,500 (or \$40,000 if the purchasing agent is qualified pursuant to N.J.S.A. 40A:11-9). It also applies to procurement costing between the applicable bid threshold and \$150,000.00 which is exempt from the New Jersey statutory bidding requirements pursuant to N.J.S.A. 40A:11-5. If it is unreasonable or impractical to procure through sealed bids, these purchases may be made by obtaining price or rate quotations from at least two sources. Under this section quotations must be in writing. Adequate documentation must be made of the procurement. The award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect engineer contracts. If non-price factors are used, they shall be disclosed to all those solicited.

7. Pay to Play Provisions

Note that the threshold established by N.J.S.A. 19:44A-20.4 known as the Pay-to-Play Law is \$17,500 rather than the actual bidding threshold established by the Local Public Contracts Law. The Pay-to-Play Law provides that a PHA cannot award a contract without using a fair and open process if the contractor: is a contributor to a candidate committee or a political party committee where a member of the party is serving in an elective public office of that municipality or county, and either made "reportable" contributions (those in excess of \$300) during the year prior to the award, and/or makes contributions during the life of the contract. In order to avoid invoking the Pay-to-Play prohibitions, it is recommended that a fair and open process (either sealed bidding or competitive proposals) be used for contracts which may exceed \$17,500.00, despite the fact

that procurement statutes authorize written quotes for procurement which does not exceed the \$17,500 or 40,000.00 threshold. The Pay-to-Play statute also mandates that “fair and open” contracts be awarded by Board Resolution, rather than by the contracting officer.

Source: Adapted from MPP Sec. III-B-3; N.J.S.A. 40A:11-4; and N.J.S.A. 40A:11-5, 40A:11-6.1; Opinion of Brigid Bohan, Esq. Chief Counsel, HUD as contained in 12/11/91 Memo to John P. Deller

8. Purchase Orders

A. General. The PHA shall establish a threshold (which shall not exceed the applicable bid threshold or applicable Pay-to-Play provisions) under which purchases may be made via a Purchase Order sent or given to the contractor to initiate delivery of the item(s) or performance of the service. The issuance of a Purchase Order by the PHA and its acceptance by the contractor (either by performance or signature on the purchase order) constitute a contract. As such, the Purchase Order must clearly specify the items(s) or service(s) being purchased and the terms and conditions of the purchase.

B. Form. Purchase Orders shall be issued on a standard PHA form setting forth at a minimum, the scope of work/service/materials to be provided, price, delivery, method of payment, inspection and acceptance. The Purchase Order must also include the contract clauses required by Section 9, below which shall be incorporated into the contract in accordance with Handbook Section 5.10D.

9. Standardized Forms/Mandatory Contract Clauses

a. General. Except in the case of bid specifications and contracts for construction or maintenance work in excess of \$2,000, small purchases, including purchase orders, are subject only to the mandatory clauses contained in Table 5.1 of HUD Handbook 7460.8.

b. Requirements for Construction Contracts Greater than \$2,000.00 but less than \$100,000.00. The PHA shall incorporate the clauses contained in form HUD 5370-EZ, General Conditions for Small Construction/Development Contracts, and the applicable Davis-Bacon wage decision. The PHA may use form HUD 5370-C in lieu of the HUD 5370 EZ if the former is more appropriate given the nature of the work.

c. Method of Incorporation. PHAs shall incorporate the mandatory contract clauses and wage decisions into bid specifications and contract in accordance with Handbook 7460.8 Rev. 2, Section 5.10D.

C. PUBLICLY ADVERTISED SEALED BIDS

1. Conditions for Use

The method of sealed bids shall be used for all matters which exceed the bid threshold sum of \$17,500 (or \$40,000.00 for qualified purchasing agents - however note the Pay to Play provisions) which are not exempt from bidding under New Jersey law as provided for in N.J.S.A. 40A:11-5, the Emergency purchases and contracts exceptions addressed in N.J.S.A. 40A:11-6 and the optional Competitive Contracting Exceptions set forth in N.J.S.A. 40A:11-4.1 Those matters which are exceptions under those provisions (e.g. professional services, extraordinary unspecifiable services, insurance and emergency procurement) shall be procured through either the competitive proposal method (where they exceed \$150,000.00) as provided for in Section III D of this Statement, or the Small Purchase Procedures (for procurement up to \$150,000.00) under Section III B 4 or the Competitive Contracting Provisions of N.J.S.A.40A:11-4.1 and Section III(E) of this Policy.

2. Advertisement and Solicitation of Bids

a) Invitation for Bids

An invitation for bids shall be issued including specifications and all contractual terms and conditions and documents applicable to the procurement, including a statement that the award will be made to the lowest responsible and responsive bidder whose bid meets the requirement of the invitation for bids. The invitation for bids shall state the time and place for both the receipt of bids and public bid opening. Bidders shall be given as much time as possible in which to prepare and submit bids. While it is preferable to provide no less than fifteen days, in no event shall bidders be provided less than ten days to prepare and submit bids. For all contracts the date fixed for receiving bids shall not fall on a Monday, or any day directly following a state or federal holiday.

b) Advertisement

The invitation for bids shall be advertised in an official newspaper sufficiently in advance of the date fixed for receiving the bids to promote competitive bidding, but in no event less than ten (10) days prior to such date. Responses to such notices shall be honored to the maximum extent possible. While invitations for bids may be mailed to potential vendors where vendor lists are available, no vendor shall receive an invitation to bid or the specifications prior to the publication of the invitation in an official newspaper. In addition to advertisement in an official newspaper, the Authority may make bid information available online on its official website. Receiving a bid package via the website is not recognized by law as a certified means of receiving a bid package and in the event that addenda are issued it is the obligation of the prospective bidder receiving a bid package from the website to contact the Authority no later than 7 days prior to the receipt of bids (weekends and holidays excepted) to determine if any addenda were issued by the Authority. The Authority will not notify a prospective bidder of addenda if a prospective bidder receives a bid package from this website. Failure to acknowledge receipt of addenda if required by the bid package shall result in a bid being rejected.

c) Amendments to Bid Documents

All amendments to the invitations to bid, advertisement, specification or other bid document must be in writing indicating the number and issue date of the document it amends and be noted in the PHA register or log. For contracts for other than construction work a copy of the amendment shall, no later than seven days (excluding weekends and holidays) prior to the bid opening, be published in an official newspaper and shall be provided by certified mail, certified facsimile or by a delivery service with certification of receipt, to each prospective bidder who received the bid package or submitted a bid. For contracts for construction the aforesaid notice period is seven days (excluding weekends and holidays) but the notice need not be published in an official newspaper. If an amendment needs to be issued just before the scheduled bid opening date, the bid opening shall be postponed for an adequate period of time to comply with the aforesaid notice requirements and to permit potential bidders to fully analyze the change and to submit timely bids. Failure of the PHA to comply with this section shall require the re-advertisement of bids.

For Construction contracts the bidder must submit an acknowledgment by the Bidder of all changes or revisions on a form to be prepared by the PHA. The failure to submit the form with the bid shall render it unresponsive and it shall be rejected. See N.J.S.A. 40A:11-23.1 and Section V.D.3 below.

Source: Subpara. (a) MPP Sec. III-C-2, Sec. II-B-3 and Sec III-C-2; N.J.S.A. 40A:11-23 (as amended eff. Jan. 1998) 40A:11-23a (amended 2008); Act 200 CFR 320 © Sec. (d) (2) (I) (A) and (ii)(A)(B). Subpara. (b) N.J.S.A. 40A:11-23. Subpara. (c) N.J.S.A. 40A:11-23, 11-23.1 and HUD Handbook 7460.8 Rev. 2 Sec. 4-10.

3. Bid Opening and Award

a) All purchase contracts or agreements requiring public advertisement for bids shall be awarded to the lowest responsible bidder. Bidders may be disqualified in accordance with Section III (C)(4) below.

b) No bids shall be received after the time designated in the advertised invitation for bids.

c) All sealed bids shall be opened publicly in the presence of at least one witness. If the published specifications provide for the receipt of bids by mail, those bids which were mailed to the contracting unit shall be sealed and shall only be opened for inspection at such time and place as all bids received are unsealed and announced. The purchasing agent or his designee shall publicly receive all bids, proceed to unseal them, and publicly announce the contents in the presence of any bidders (or their representatives) that are present, and shall also tabulate and record the prices and terms of the bids, and report said tabulation to the Board of Commissioners of the PHA for its action.

d) All bids received shall be time-stamped, but not opened, and shall be stored in a secure place until the time of bid opening. The time-stamp on each sealed bid shall be dispositive of and prima facie evidence of the time of its receipt by the PHA.

e) A bidder may, of right and without penalty, withdraw its bid in written or telegraphic form at any time prior to the opening and unsealing of bids, provided that any mailed or telegraphic withdrawal over the bidder's signature is placed in the mail and postmarked prior to the time set for the bid opening.

f) If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless in accordance with New Jersey law, otherwise stated in the invitation for bids. Said awards shall be reviewed by and subject to the opinion of counsel to the PHA, and are further subject to Bidder's submission of proper evidences of insurance, bonding, etc. If set forth in the bid specifications, where two or more responses offer equal prices and are the lowest responsible bids or proposals, an award may be made to the vendor whose response, in the discretion of the PHA is most advantageous, price and other factors considered. In such a case the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

g) Contracts arising from the bids shall be awarded by the PHA's Board of Commissioners. Said awards shall be reviewed by and subject to the opinion of counsel to the PHA, and are further subject to Bidder's submission of proper evidences of insurance, bonding, etc.

h) When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the PHA for the receipt of bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body;

- A guarantee to accompany the bid;

- A consent of surety;
- A statement of corporate ownership pursuant to Section VI (D) herein and N.J.S.A. 52:25-24.2;
- A listing of subcontractors pursuant to Section III(C)(4) herein and N.J.S.A. 40A:11-16;
- A bidder's acknowledgment on the form addressed under Section V (D)(3)a herein, of receipt of any notice, revisions or addenda to the advertisement or bid documents.

i) The Board of Commissioners of the PHA shall award the contract or reject all bids or take such other action as may be authorized by Federal and State law within such time as may be specified in the invitation to bid, but in no case more than sixty (60) days (except that the bid of any bidders who consent thereto, at the request of the PHA, may be held for consideration for such longer period as may be agreed) in accordance with N.J.S.A. 40A:11-24.

j) Unsuccessful bidders shall be notified of the contract award within ten (10) days of awarding same.

k) A PHA may reject all bids for those reasons set forth in Section III(I)(2) below in accordance with N.J.S.A. 40A:11-13.2.

4. Disqualification of Bidders

In accordance with N.J.S.A. 40A:11-4 and Section IV(A)(2) of this Policy the PHA may, by resolution disqualify a bidder if it finds that it has had prior negative experience (as defined by said statute) with the bidder. In such circumstances, PHA legal counsel shall be consulted before initiating the disqualification process in accordance with N.J.S.A. 40A:11-4.

5. Bidding Requirements for Construction Contracts for Certain Kinds of Work

a) Public Works Contractor Registration Act

PHAs must comply with N.J.S.A. 34:11-56.48 which requires that all contractors, subcontractors and sub-subcontractors register with the Department of Labor prior to bidding or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$2,000.00 for PHAs.

Source: N.J.S.A. 34:11-56.48 et seq.

b) Construction Contracts which include Certain Kinds of Work

This section pertains only to construction contracts wherein the contract documents contain plans or specifications including the following categories of work:

- (a) Plumbing/gas fitting and kindred work;
- (b) Steam power plants/steam and hot water heating and ventilating apparatus and kindred work;
- (c) Electrical work;
- (d) Structural steel and ornamental iron work.

A. In the event work is to be performed on the contract within one or more of the above referenced categories and is to be performed by a subcontractor to the bidder, the bidder must complete the relevant portion of the bid form by specifically identifying (by exact name and address) each subcontractor that will perform work in any of the listed trade categories. In the event that work is to be performed in the listed categories by the bidder's own qualified licensed in-house employees on the bidder's payroll, the bidder shall note "in-house" as to any such category. If the scope of the work

under the contract does not involve any of the listed trade categories, the bidder shall note "none" as to any such category.

B. Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories (a) through (d) above, the bidder shall submit to the PHA a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price-quote and which the bidder has agreed to award. The certificate shall be submitted to the PHA with the list of subcontractors and may take the form of a single certificate listing subcontractors or, a separate certificate for each subcontractor. If a bidder fails to submit the certificate to the PHA the contract shall be awarded to the next lowest responsible bidder.

C. The bidder must be prepared to demonstrate that each of the listed and identified subcontractors are qualified to perform the specific work for which they are listed on the bid form; and each such subcontractor shall separately complete and submit a Qualification Questionnaire as to its trade category. A bidder shall not be permitted to change or substitute unlisted unidentified subcontractors for listed identified subcontractors, nor to change or substitute in-house personnel for listed identified subcontractors (or vice versa) after award of contract.

D. A bidder will be strictly accountable for proper and timely performance of work by its designated listed subcontractors. Separate provisions relating to the bonding of such designated listed subcontractors is provided herein at III-C-8d.

E. All payments required to be paid under a contract for work and materials to be supplied by one of the listed subcontractors shall, upon certification of the Contractor of the amount due the subcontractor, be paid directly to the subcontractor

Source: N.J.S.A. 40A:11-16 (as revised, effective April, 1998)

6. Mistakes in Bids and Withdrawal of Same

a) Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a non-judgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document or the intended bid is unclear, or the bidder submits convincing evidence that a mistake was made. Withdrawal of bids for Public Works Contract must comply with c) below.

b) All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the PHA or fair competition shall be permitted.

c) In accordance with N.J.S.A. 40A:11.23.3 a bidder may withdraw a bid which contains a mistake for a "public works contract" only under the following conditions:

1. The bidder must request a withdrawal of the bid by certified or registered mail within five

business days after the opening of the bid. The request must contain evidence, including any pertinent documents, demonstrating that a mistake was made. All of the following criteria must be met:

- a. The enforcement of the contract, if actually made, would be unconscionable;
 - b. The mistake relates to a material feature of the bid;
 - c. The mistake occurred notwithstanding the fact that the bidder exercised reasonable care in preparation of the bid; and
 - d. The bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit.
2. The request must be reviewed by the purchasing agent, legal counsel, or Executive Director who shall act in good faith in reviewing the request and shall, no later than the next meeting of the Board of Commissioners provide a recommendation regarding the disposition of the request. The governing body shall accept or reject the recommendation no later than at its next regular meeting.
3. If the request to withdraw is approved, the bid guarantee shall be returned to the bidder and the award process shall proceed with the remaining bidders. The withdrawing bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2

Source: MPP Sec. III-C-4; NJSA 40A:11-23.3

7. Waivers

a) No Waivers in General

PHA's failure to enforce any term, condition, requirement or provision of any contract shall not be deemed to have created a waiver thereof.

b) Waiver of Minor Insubstantial Bid Irregularities

The Board of Commissioners may, upon recommendation of the Contracting Officer, waive or permit a bidder to cure minor, insubstantial or inconsequential bidding irregularities such as matters of form rather than substance or matters which do not prejudice other bidders. All irregularities shall be referred to the PHA's legal counsel on a case by case basis for a determination as to whether a waiver or cure is permissible in accordance with applicable laws and regulations.

Source: HUD Handbook 7460.8 Rev. 2 Sec. 6-12; New Jersey Case Law.

Comment: PHA's should refer to Handbook Section 6-12(D) for specific examples of waivable or curable bid defects.

8. Negotiated Contracts/Award to Single Bidder

In the event the PHA has publicly advertised for bids on two (2) occasions, and (a) has received no bids in response on both occasions, or (b) the bids have on both occasions been rejected by the PHA's Board of

Commissioners by reason of the fact that they are not reasonable as to price on the basis of cost estimates prepared by the PHA prior to the advertising therefore, or because they were not independently arrived at, or (c) on one occasion no bids were received pursuant to (a) and on one occasion all bids were rejected pursuant to (b), in whatever sequence; any contract or agreement may then be negotiated and awarded by in accordance with the established by-laws governing the PHA's Board of Commissioners; provided however that:

(i) a reasonable effort is first made by the Contracting Officer to determine that the same or equivalent materials, at a cost lower than the negotiated cost, are not available from any agency or authority of the United States, the State of New Jersey or the county, or any municipality in close proximity to the PHA; and

(ii) the terms/conditions/restrictions/specifications contained in the negotiated contract are not substantially different from those which were the subject of the competitive publicly advertised bidding; and

(iii) any minor amendment or modification of any term, condition, restrictions, or specifications which were the subject of the competitive publicly advertised bidding is stated in the awarding resolution ; and

(iv) provided further, that if on the second occasion the bids are rejected as unreasonable as to price, the Contracting Officer shall notify each responsible bidder submitting bids on the second occasion of its intention to negotiate, and afford each such bidder a reasonable opportunity to negotiate, but the PHA's Board of Commissioners shall not award such contract unless the negotiated price is lower than the lowest rejected bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any responsible bidder and is a reasonable price for such work, materials, services or goods; and

(v) provided further that in such event a cost or price analysis and HUD approval shall be prepared by the Contract Officer in conformity with Sec. III(G) below.

Source: N.J.S.A. 40A:11-5; MPP Sec. III-G-5; Act Sec. 2 CFR 200.320(f)

9. Bonds

a) Bid Bond/Consent of Surety

Every bid for contracts other than construction contracts which are specifically provided for in Section (c) below, in excess of the bid threshold to be awarded by the PHA must be accompanied by a bid guaranty payable to the PHA which shall not be less than ten (10%) percent of the amount of the bid (with a maximum cap of \$ 20,000) and may be in the form of a certified or cashier's check payable to the order of the PHA, or a bid bond for a like sum executed by a surety company authorized to do business in the State of New Jersey, which surety company is approved and listed in the Federal Department of Treasury List Circular Number 570, Part II, (hereinafter: "Approved Treasury List") as the same may later be modified and supplemented by the United States Government. Surety companies which do not appear on this list are not acceptable, and the Purchasing Officer may at the time of bid opening reject any bids containing a bid bond or consent of surety issued by a surety company not appearing on said list.

In addition to the above bid guaranty, each bid must be accompanied by an appropriate Consent of Surety (issued by a surety company qualified to do business in the State of New Jersey and appearing on the above referred to Treasury Approved List) binding itself to become surety for the full and faithful performance of the contract in an amount equal to one hundred (100%) percent of the contract price and for the protection of all persons furnishing materials or labor for fulfilling the contract.

Source: MPP Sec. III-C-5; N.J.S.A. 40A:11-21 and 11-22; 2 C.F.R. 200.321(a); 2A:44-143 &144.

Comment: This section and the one that follows are permissive as neither federal nor state law require bonds for projects costing less than \$100,000.00. Note that N.J.S.A. 40A:11-21 and 22 require that bid guarantees and Certificates of Surety (Consent of Surety) be submitted on all construction contracts over \$100,000.00. With respect to other contracts, since it is in the best interest of a PHA that it protect itself with adequate security, it is strongly suggested that this provision or one like it be adopted. Note that the threshold amount above for which the Authority requires bonds should be determined by balancing the needs for adequate security against the limiting effect that bonding requirements may have on competition to the extent that small or new businesses may lack experience or funds to obtain the bonds.

b) Performance/Payment Bond

A successful low bidder on any contract in excess of Seventeen and Five Hundred (\$17,500.00) will be required to furnish and pay for satisfactory Performance and Payment Bond or Bonds in an amount equal to 100% of the contract price. This requirement shall apply to contracts for purchases of materials, supplies and goods, as well as to contracts for all forms of construction. All bonds must be issued by surety companies on the Treasury Approved List (See 8(a) above). On each bond, the rate of premium charged, the current power of attorney for the person who signs for any surety company shall be attached to such bond.

Source: N.J.S.A. 40A:11-21 and 22 MPP Sec. III-C-5; Act Sec. 200.325(b) & ©. N.J.S.A. 2A:44-143 &144.

Comment: See Comment to Subpara. (a) above.

c) Bonds for Construction Contracts

For construction contracts exceeding \$100,000.00 the contractor shall be required to submit the following:

A bid guarantee from each bidder equivalent to 5% of the bid price; and one of the following:

- (a) a performance and payment bond for 100% of the contract price; or
- (b) separate performance and payment bonds, each for 50% or more of the contract price; or
- (c) a 20% cash escrow; or
- (d) a 25% irrevocable letter of credit

Via HUD form 5369 the Contracting Officer has the option to select any of the above contract guarantees. Consideration should be given to degree of security desired as well as the cost and degree of difficulty in obtaining same by the contractor.

Source: Handbook Section 6.11

d) Performance/Payment Bonds for Construction Sub-Contracts of Certain Kinds of Work

This section pertains only to construction contracts wherein the contract documents contain plans or specifications for the following categories of work:

- plumbing/gas fitting and kindred work;

- steam power plants/steam and hot water heating and ventilating apparatus and kindred work;
- electrical work;
- structural steel and ornamental iron work

In the event work to be performed under the contract fall within one or more of the above referenced categories and is to be performed by a subcontractor of the bidder, a Performance Bond shall be furnished to the PHA from a surety company on the Treasury Approved List by the bidder on the behalf of himself and/or all of the subcontractors, or by each respective subcontractor, or by any combination thereof which results in performance security equaling, but not exceeding the total amount bid. In the event the work to be performed in the above designated trade categories is to be performed by the bidder's own in-house employees, then the Performance and Payment bonds need only be furnished by the bidder in the total amount of the Contract.

Source: N.J.S.A. 40A:11-16

D. COMPETITIVE PROPOSALS PURSUANT TO FEDERAL REGULATIONS

1. Conditions for Use

a) This method applies only to situations where the PHA has first determined that conditions are not appropriate for sealed bids such as: the necessity of evaluating technical criteria; where detailed specifications cannot be drawn; or for professional services contracts where the PHA will consider factors other than cost. [Note that this method differs from the optional New Jersey Competitive Contracting provisions pursuant to N.J.S.A. 40A:11-4.1 set forth below in Section III(E) below.] Once such a determination has been made the Competitive Proposal method is limited to procurement of the following goods and services:

- (i) Items costing more than \$150,000.00 in the aggregate which are exempt from public bidding and bidding requirements by virtue of N.J.S.A. 40A:11-5 such as professional services, extraordinary unspecifiable services, insurance and certain equipment repair; or
- (ii) Emergency Services and Contracts pursuant to N.J.S.A. 40A:11-6 unless the provisions for Non-competitive Proposals contained in Sec. E apply; or
- (iii) Turnkey projects.

Where the conditions above do not apply, the Sealed Bids, optional New Jersey Competitive Contracting method or Non-competitive Procurement method as appropriate, will be used.

b) Procurement of goods and services which cost more than the New Jersey bid threshold (\$17,500.00/\$40,000.00) and less than \$150,000.00 which are exempt from the Statutory bidding requirement by virtue of N.J.S.A. 40A:11-5 may be made in accordance with the Small Purchase procedure contained in Section III B 6 above or in accordance with the optional New Jersey Competitive Contracting method set forth in Section E below, depending upon the cost of the goods or services.

Source: N.J.S.A. 40A:11-5 Act 2 CFR 200.320(d)

2. Solicitation

Solicitation may be made by advertising in the PHAs official newspaper. The solicitation and award must comply with N.J.S.A. 19:44A-20.4 to meet the Pay-to-Play “fair and open process” provisions. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and sub-factors, including the weight given to each technical factor and sub-factor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals. In accordance with N.J.S.A. 40A:11-23A, for all contracts, the date fixed for receipt of proposals shall not fall on a Monday, or any day directly following a State or federal holiday. No late proposals shall be accepted. To comply with the Pay-to-Play “fair and open” process the proposals shall be publicly opened and the award must be made by Board Resolution rather than by the purchasing agent. Furthermore, the Resolution must provide that the award is made pursuant to a fair and open process.

a) The following documents shall be included in the RFP solicitation package:

1. Form HUD 5369-B, Instructions to Offerors - Non- Construction;
2. Form HUD 5369-C, Certifications, Representations of Offerors, Non-Construction Contract.

3. Evaluation Criteria

The PHA shall evaluate the proposals consistent with the evaluation criteria set forth in the RFP and the written plan for evaluating technical and cost proposals and the review process established prior to the issuance of the RFP. The evaluation criteria should be unique to the type of procurement sought and may include the following: demonstrated understanding of the requirement; appropriateness of the technical approach in the proposal; quality of the work plan; technical capabilities; management plan and demonstrated experience in performing similar work. Evaluations of the technical proposal shall be documented in an evaluation report which ranks the offerors by technical merit, using point scores or similar methodology. An evaluation report must also accompany the scores to explain how they were arrived at. Evaluations should comply with the guidelines provided in HUD Handbook 7460.8 Sec.7. Rev. 2.

4. Consideration of Price

The PHA must specify in the RFP which of the following two options it will use in evaluating price:

1. Where Price is Assigned Explicit Point(s). Under this method, the PHA awards a specific number of points for price as well as for the technical factors set forth in the RFP. Price negotiations between the PHA and the offeror do not occur. In using this method the PHA must determine the weight given to price versus technical factors and how to convert price into a point scale.

2. Where Price and Other Technical Factors are Considered

Under this method, technical factors are first determined and offerors are ranked. Then, prices are evaluated. The PHA conducts its evaluation in accordance with Handbook 7460.8 Rev. 2, Section 7. The PHA can award the contract to the offeror whose price and technical factors are most advantageous to the PHA. If this method is used the PHA will comply with the provisions of

The specific provisions of HUD Notice PIH 90-47 (PHA) dated September 25, 1990, (as it may later be modified amended or supplemented) shall govern with regard to procurement of A/E and legal services.

5. Award

After evaluation of any proposal revisions, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are the most advantageous to the PHA.

Source: Handbook 7460.8. Rev.2; Act 2 CFR 200.320(d); HUD Notice 90-47.

6. Notice Requirements

In the case of contracts awarded for professional service, extraordinary unspecifiable services [hereinafter EUS] or certain repair service contracts under the exception to the bidding requirements contained in N.J.S.A. 40A:11-5, the PHA shall adopt a resolution stating the supporting reasons for the procurement without competitive bid. Within twenty days of the award, it shall also cause to be printed once in a newspaper authorized by law to publish its legal advertisements a brief notice stating the nature, duration, service and amount of the contract and that the contract and the resolution are available for public inspection at the PHA's offices.

Source: N.J.S.A. 40A:11-5

7. Extraordinary Unspecifiable Services [EUS]

This New Jersey statutory exception to the bidding requirements shall be narrowly construed in favor of open competition. These services are defined as specialized and qualitative in nature requiring expertise and extensive training and a proven reputation in the field of endeavor. To utilize this exception the need for such training and reputation must be critical to the undertaking and not merely the desire to have a reliable job performed. The services must be of such a qualitative nature that the performance of the services cannot be reasonably described by written specification. To utilize this exception, the contracting officer must file a certificate with the Board of Commissioners stating the necessity of procuring without bidding and shall also confirm that all of the requirements and conditions set forth in N.J.S.A. 40A:11-5 and N.J.A.C. 5:34-2 et seq. have been met.

Source: N.J.S.A. 40A:11-5; N.J.A.C. 5:34-2 et seq.

8. Emergency Purchases and Contracts

Prior to procuring any goods or services pursuant to the competitive or non-competitive proposal methods as exceptions to the bidding requirements contained in N.J.S.A. 40A:11-6, the Contracting Officer shall confirm that all of the conditions contained in the N.J.A.C. 5:34-6.1 et seq. have been met.

Source: N.J.A.C. 5:34-6 et seq.

Comment: See Sec. III(F)(1) (b) for definition of acceptable Emergency.

9. Architectural/Engineering (A/E) Services

- a) Architect/engineer services in excess of \$100,000.00 may be obtained by either a competitive proposal method or qualifications-based selection procedure. Sealed bidding shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation; price is not used as a selection factor under this method. Qualifications-based selection procedures (where price is not a selection factor) shall not be used to purchase other types of services even though A/E firms are potential sources of the services (e.g. services that may also be offered by non-licensed architects or engineers, such as: construction inspection, construction management, C.P.M. preparation or progress report reviews, etc.).
- b) For contracts under One Hundred Thousand (\$100,000), publicly advertised RFP's are not required, but at least three (3) qualified A/E firms must be contacted.
- c) For contracts in excess of One Hundred Thousand (\$100,000), public advertisement of RFP is required.
- d) In all cases, the provisions of HUD Handbook 7460.8 REV 2 (Section 7) shall govern A/E procurement.

Source: MPP Sec. II-D-5; Act Sec. 200.320; N.J.S.A. 40A:11-5, HUD Handbook 7460.8 REV. 2.

10. Professional Services Other than A/E

Procurement of all professional services other than A/E Services (e.g., legal, audit or technical assistance services) shall be strictly governed according to the procedures and provisions set forth above in subsection III (D) and in HUD Handbook 7460.8 Rev. 2. If both qualifications and price are utilized as the selection factors, such contracts shall be awarded to the responsible offeror whose proposal is most advantageous to the program, with price and other factors considered. The contract shall not exceed one year in duration except as provided for in N.J.S.A. 40A:11-15. Procurement of Legal Service Contracts shall comply with the standards of the HUD Litigation Handbook 1530.1 Rev. 5 and PIH Notice 2006-9.

Source: Notice 2006-9; N.J.S.A. 40A:11-5 and 11-15; Handbook 7460.8 Rev. 2 Section 11.4

E. NEW JERSEY COMPETITIVE CONTRACTING PROCEDURE

1. Conditions for Use

As an alternative to sealed bidding, where the cost exceeds the New Jersey bid threshold, this optional procurement method is available for those matters set forth herein. Where the cost does not exceed the sealed bidding threshold the matters may also be obtained by small purchase procedures, but where they do exceed the bid threshold, unless otherwise exempt from bidding pursuant to N.J.S.A. 40A:11-5(e.g. Professional Services), they must be obtained by sealed bid, or pursuant to this New Jersey Competitive Contracting procedure as they do not constitute extraordinary unspecifiable services:

- a) Purchase or licensing of proprietary computer software designed for PHA purposes, which

may include hardware intended for use with the proprietary software. This subsection shall not be used for acquiring general purpose computer software or hardware;

Source: N.J.S.A. 40A:11-4.1; NJ Local Finance Notice 2008-16

2. Initiation of Process by Resolution and Administration

The governing body shall first pass a resolution authorizing the use of competitive contracting as a method of procurement. If the desired goods or services have previously been contracted for using competitive contracting then the original resolution shall suffice.

The process shall be administered by a purchasing agent qualified pursuant to N.J.S.A. 40A:11-9 or by legal counsel or an administrator of the PHA. Contracts must be awarded by resolution.

Source: N.J.S.A. 40A:11-4.3

3. Request for Proposal

Request for Proposal documentation shall include: all requirements deemed appropriate and necessary to allow for full and free competition between vendors; information necessary for potential vendors to submit a proposal; and a methodology by which the contracting unit will evaluate and rank proposals received from vendors.

Award shall be based on an evaluation and ranking which shall include technical, management and cost related criteria and may include a weighting of criteria, all developed to meet the specific needs of the PHA. The criteria shall not unfairly or illegally discriminate against or exclude otherwise capable vendors. When an evaluation criterion includes weighting of criteria, the PHA has the option of disclosing the weighting to be accorded each criterion to vendors prior to receipt of proposals. The methodology for awarding contracts shall comply with rules and regulations adopted by the Director of the Division of Local Government Services.

During the proposal solicitation process no information, shall be relayed to any vendor which could confer an unfair advantage upon that vendor. Changes to proposal documentation shall be in writing and provided to all potential vendors who received the original proposal documentation.

All proposals and contract shall be subject to the provisions of N.J.S.A. 52:25-24.2 requiring submission of a statement of corporate ownership and the provisions of N.J.S.A. 10:5-31 concerning equal employment opportunity and affirmative action.

Source: N.J.S.A. 40A:11-4.4

4. Solicitation and Award

a) At least twenty days prior to the date established for the receipt of proposals, a notice of the availability of the request for proposal documentation shall be published in the official newspaper of the PHA. In accordance with N.J.S.A. 40A:11-23A, for all contracts, the date fixed for receipt of proposals shall not fall on a Monday, or any day directly following a State or federal holiday. The PHA shall promptly reply to any request by an interested vendor by providing a copy of the request for proposals and may charge a fee not to exceed the greater of the cost of reproducing the documentation or \$50.00.

b) Proposals must include all the information required by the request for proposal. Failure to meet the requirements of the request for proposal may result in the disqualification of the vendor from further consideration. The provisions of the proposal **shall not** be subject to negotiation by the contracting unit.

c) If at the time of solicitation, the PHA uses its own employees to provide the goods or services sought, the PHA shall comply with those provisions set forth in N.J.S.A. 40A:11-4.5.

d) Proposals shall be evaluated in accordance with the methodology set forth in the request for proposals. A report shall be prepared which evaluates the proposals and recommending award. The report shall list the names of all potential vendors who submitted a proposal and shall summarize the proposals of each vendor and rank vendors in order of evaluation, shall recommend the selection of a vendor or vendors, as appropriate, for a contract, shall be clear in the reasons why the vendor or vendors have been selected among others considered, and shall detail the terms, conditions, scope of services, fees and other matters to be incorporated into a contract. The report shall be made available to the public at least 48 hours prior to the awarding of the contract, or when made available to the governing body, whichever is sooner. The governing body shall have the right to reject all proposals for any reasons set forth in N.J.S.A. 40A:11-13.2. The report shall become part of the public record and reflect the final action of the Board of Commissioners.

e) Award shall be made by Resolution within 60 days of the date fixed for receipt of proposals, except that proposals of any vendors, who consent thereto, may, at the request of the PHA, be held for consideration for such longer period as may be agreed. Contracts shall be executed in accordance with N.J.S.A. 40A:11-14.

Source: N.J.S.A. 40A:11-4.5

5. Notice

The PHA shall publish a notice in the official newspaper summarizing the award of contract, which shall include but not be limited to, the nature, duration and amount of the contract, the name of the vendor and a statement that the resolution and the contract are on file and available for public inspection in the office of the PHA.

Source: N.J.S.A. 40A:11-4.5(g)

6. Duration of Contracts

Unless an exception is provided for under N.J.S.A. 40A:11-15 permitting a longer contract duration, contracts awarded by under this section by competitive contracting (pursuant to N.J.S.A. 40A:11-4.5) may be for a term not to exceed five years, but shall be subject to the rules concerning availability of funds pursuant to N.J.S.A. 40A:11-3 and 15.

Source: N.J.S.A. 40A:11-4.2 and 11-4.5(h)

F. NONCOMPETITIVE PROPOSALS

1. Conditions for Use

Procurement shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

a) The item is available only from a single source, based on a good faith review of available sources;
or

b) An actual or imminent emergency exists that seriously threatens the public health, welfare, or safety or endangers property, or would otherwise cause serious injury to the PHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services or construction such that the need cannot be met through any other procurement methods and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency. The standard for emergency procurement under this and the competitive proposal method as an exception to bidding is not that which is acceptable for Emergency funding pursuant to CIAP Handbook 7485.1 but rather, must comply with the foregoing as well as conditions imposed by N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. The contract may not be multi-year and must be of such limited duration as to meet only the immediate needs of the emergency; or

c) HUD authorizes the use of noncompetitive proposals; or,

d) After solicitation of a number of sources, competition is determined inadequate. For contracts which would otherwise be subject to the sealed bid requirement competition may only be determined inadequate in accordance with N.J.S.A. 40A:11-5(3)

2. Justification

Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures. The justification shall be approved in writing by the Contracting Officer as per HUD Handbook 7460.8 Rev. 2. In addition, procurement pursuant to subparagraph (a) shall comply with N.J.A.C. 5:34-3.1 et seq. Procurement pursuant to subparagraph (b) shall comply with N.J.A.C. 5:34-6 et seq. Procurement in accordance with subparagraph (d) shall fully comply with the requirements of N.J.S.A. 40A:11-5(3).

3. Price Reasonableness

The reasonableness of the price for all procurement based on noncompetitive proposals shall be determined by performing a cost analysis, as described in paragraph III H below.

Source: MPP Sec. III-E; Act Sec. 200.323; N.J.S.A. 40A:11-5; N.J.A.C. 5:34-6 et seq.

Comment: As set forth in 40A:11-6.1 the 1999 revisions to the Local Public Contracts Law permits award of Extraordinary Unspecifiable Services contract without competitive quotations where after a documented effort to secure competitive quotations, the contracting agent determines in writing that solicitation of competitive quotations is impracticable. This corresponds to the existing HUD provisions set forth herein.

4. Purchases through State Agency Pursuant to N.J.S.A. 40A:11-12

The PHA may without advertising for bids, or having rejected all bids obtained pursuant to advertising therefore, purchase any goods or services under any contract for such goods or services entered into on behalf of the State by the Division of Purchase and Property in the Dep't. of the Treasury. PHAs must confirm the existence of such contracts with the State.

Whenever such a purchase is made, the PHA shall place its order with the vendor offering the lowest price, including delivery charges, that best meets the requirements of the contracting unit. Prior to placing such an

order, the PHA unit shall document with specificity that the goods or services selected best meet the requirements of the PHA.

G. PROCUREMENT WHERE LOWEST SOLICITED PRICE IS AT LEAST 10% LESS THAN STATE CONTRACT PRICE (N.J.S.A.40A:11-5(4))

1. Conditions for Use

This exception to the bidding statute may be used for purchases that would otherwise require sealed bids. It can be used where the PHA has solicited and received at least three quotations on materials, supplies or equipment for which a State contract has been issued pursuant to N.J.S.A. 40A:11-12 and the lowest responsible quotation is at least 10% less than the price the contracting unit would be charged for the identical materials, supplies or equipment, in the same quantities, under the state contract.

2. Board Approval and Filing Requirements

Prior to awarding a contract under this method, the PHA Board of Commissioners must adopt a resolution approving same by affirmative vote of two-thirds of the Board. A copy of the purchase order, the requisition for purchase order, if applicable, and documentation identifying the price of materials, supplies or equipment under the State contract and the State contract number shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs (the "Director") within five working days of the award. The PHA shall provide any additional material requested by the Director in accordance with N.J.S.A. 40A:11-5(4).

Source: N.J.S.A. 40A:11-5(4)

H. COST AND PRICE ANALYSIS

1. General

A cost or price analysis shall be performed for all procurement actions in excess of the Simplified Acquisition Threshold (currently \$150,000.00), including contract modifications and change orders. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement and must, at a minimum, comply with HUD Handbook 7460.8 Rev. 2, Section 10-14.

- (a) The PHA must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and industry profit rates in the surrounding geographical area for similar work.

2. Submission of Cost or Pricing Information

If the procurement is based on noncompetitive proposals, or when only one offer is received or for other procurement as deemed necessary by the PHA (e.g. when contracting for professional, consulting, or architect/engineer services without competition) the offeror shall be required to submit:

- a) a cost breakdown showing projected costs and profit; or

- b) commercial pricing and sales information sufficient to enable the PHA to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
- c) documentation showing that the offered price is set by law or regulation.

3. Cost Analysis

A Cost Analysis is required when a bidder/offeror is required to submit a cost breakdown as part of its proposal such as in the following cases:

- a) The competitive method of contracting is used and the PHA requests cost proposals broken down by element of cost (e.g. acquisition of professional, consulting, architect/engineer services); or
- b) The PHA is negotiating a contract pursuant to the Non-competitive Procurement method as provided in Section III E of this Statement. The PHA must request a complete cost breakdown and use cost principles to establish a fair and reasonable price or established cost;
- c) The PHA negotiates a modification to any contract which changes the scope of work previously authorized and substantially impacts the price or estimated cost upwards or downwards. The PHA must request a cost breakdown of the contractor's proposed cost. Note: Modifications which change the work beyond the scope of the contract must be justified as a noncompetitive action in compliance with the Non-Competitive Procurement provisions contained in Section III F of this statement and N.J.A.C. 5:30-11.1 et. seq.

When a cost breakdown is submitted the PHA shall conduct a cost analysis of the individual cost elements in accordance with HUD Handbook 7460.8 Rev. 2 and HUD Handbook 2210.18 which provides cost principles. The PHA shall have a right to audit the contractor's books and records pertinent to such costs, and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (see 24 CFR 85.22) (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing a fair and reasonable profit, the PHA shall consider factors such as the complexity and risk of the work involved; the contractor's investment and productivity; the amount of subcontracting; the quality of past performance and industry profit rates in the area for similar work.

A cost analysis is necessary for all sole source procurement or, if adequate price competition is lacking. Otherwise a price analysis may be used.

4. Price Analysis

A comparison of prices to determine the reasonableness of a bidder's price shall be used in all cases other than those described in III H 3 above (where cost analysis is mandated).

Source: MPP Sec. III-E; Act Sec.200.323 and (f); HUD Handbook 7460.8 Rev. 2.

I. CANCELLATION OF SOLICITATIONS

1. An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due if: the PHA no longer requires the supplies, services or construction; the PHA can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new

solicitation would be desirable; or similar reasons.

2. A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the goods or services are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the PHA; the PHA wants to substantially revise the specifications; the lowest bid substantially exceeds the PHA's cost estimates or appropriation for the goods or services; the purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated or the PHA decides to use the State authorized contract pursuant to N.J.S.A. 40A:11-12.

3. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

4. A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

5. If the Authority has determined that bids are unreasonable as to price based upon independent cost estimates then the Authority may cancel the bid in accordance with Section III C 8 of this Statement.

Source: MPP Sec. II-G-1 through 4. Subpara. A: N.J.S.A. 40A:11-13.2 and MPP Sec. II-G-1 through 4.

J. COOPERATIVE PURCHASING

In accordance with 2 C.F.R. 200.318(e) the PHA is encouraged to enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. PHAs are encouraged to use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

The PHA may, without advertising for bids, purchase materials, supplies or equipment under contracts entered into on behalf of the State Division of Purchase and Property in the Department of Treasury. In addition, pursuant to N.J.S.A. 40A:11-12 (b)(1) purchases may be made by Federal Supply Schedules of the General Services Administration (G.S.A.) provided all conditions contained in N.J.S.A. 40A:11-12 (b)(1) are met.

Source: N.J.S.A. 40A:11-12 et seq. & 40A:11-11(5) & (6); 2 C.F.R. 200.318 (e) and (f).

K. INSURANCE PROCUREMENT

1. Insurance costing less than the bid threshold (currently \$17,500 or \$40,000.00) in the aggregate in a single fiscal year shall be purchased in accordance with the small purchase procedures provided for in this Statement.

2. Insurance in excess of the bid threshold shall be purchased by sealed bids unless the PHA complies with all of the conditions of extraordinary unspecifiable services as provided in N.J.S.A. 40A:11-5(1)(m) and N.J.A.C. 5:34-2.1 et seq. in which case insurance may be acquired through the competitive proposal method. In each

of the following cases exceptions apply to the bidding requirement:

- a) At the option of the PHA general liability/fire/extended, Fidelity Bond and risk coverage may be purchased on a sole source, non-competitive basis if the carrier is one of those non-profit exempt entities (e.g. NJ JIF, HARRG; HSP1, HAI) for which HUD has from time to time waived the competitive bidding ACC (Sec. 305) requirement;
- b) Bidding is not required for flood insurance purchases through the National Flood Insurance Program;
- c) Bidding is not required for worker's compensation since rating is not competitive in New Jersey.

Source: N.J.S.A. 40A:11-5; N.J.A.C. 5:34-2.1 et seq. Subpara. (a) HUD Notice PIH 88-2 (PHA) (issued 1/13/88); undated letter from General Deputy Asst. Dir. Baugh (HUD) to HARRG; ACC Sec. 19. Subpara. (b) and (c) HUD Handbook 7401.5 Chapter 12

IV. CONTRACTOR QUALIFICATIONS AND DUTIES

A. CONTRACTOR RESPONSIBILITY/RESPONSIBILITY HEARING

1. Procurement shall be conducted only with responsible contractors, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Before awarding a contract, in accordance with HUD Handbook 7460.8 Rev. 2, Sec. 10.2 the PHA shall review the proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other PHA's) and financial and technical resources.

Source: 2 C.F.R. 200.318(h)

2. A low bidder may be disqualified based upon the PHA's "prior negative experience" only in accordance with N.J.S.A. 40A:11-4.

No other low bidder deemed unqualified or non-responsible may be denied the award of a contract without first having had the opportunity to have a hearing on that issue. In the event the Contracting Officer in consultation with the PHA legal counsel, determines that the low bidder is or may not be qualified or responsible, he shall schedule a hearing of those issues before an open public meeting of the PHA's Board of Commissioners. The bidder shall be given written notice of the Contracting Officer's intentions and of the time and place of said hearing. Said notice shall be given to the bidders no less than the ten (10) days in advance of the hearing dates. Said notice shall advise the bidder that it shall be entitled to present witnesses and evidence in its behalf, to be represented by counsel of its choice and that the bidder may be examined by the PHA's counsel. The decision of the PHA's Board of Commissioners shall be embodied in a written Resolution which shall recite the factual and legal basis for its decision, which said decision shall be final and binding upon the bidder. A written copy of the Resolution memorializing the PHA Board's decision shall be given to the bidder promptly upon its completion.

Source: Handbook Section 2; N.J.S.A. 40A:11-4 and New Jersey case law.

B. SUSPENSION AND DEBARMENT

Contracts shall not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp.,p. 235) "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549

Source: 2 C.F.R. 200.213 and See Appendix to 2 CFR Part 200

C. NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION ACT

1. General

N.J.S.A. 34:11-56.48 et seq. requires that all contractors, sub-contractors and sub-subcontractors register with the Department of Labor prior to bidding or engaging on certain public works contract that exceed the prevailing wage threshold, which is \$2000.00 for PHAs. Public works projects are any construction, reconstruction, demolition, alteration, repair or maintenance of done under a contract and paid for out of funds of a public body. "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and

The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

2. For all applicable projects a copy of the contractor registration must be submitted with the receipt of public bids. Failure to submit the mandatory form is a fatal defect which cannot be waived or cured and renders the bid proposal unresponsive

D. QUALIFIED BIDDERS' LISTS

Interested businesses shall be given an opportunity to be included on any pre-qualified bidder's lists that may be maintained by the PHA. Any lists of persons, firms, or products which are used in the procurement of supplies and services shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to pre-qualified suppliers. The PHA shall not be required to maintain or utilize a "pre-qualification" policy.

Source: MPP Sec. IV-C, Act Sec.200.319.

Comment: This provision preempts N.J.S.A. 40A:11-25 & 26.

V. DURATION AND TYPES OF CONTRACTS, CONTRACT CLAUSES, AND

CONTRACT ADMINISTRATION

A. DURATION OF CONTRACTS

All contracts for performing work or furnishing materials, supplies or services shall be in writing. Contracts for professional services pursuant to N.J.S.A. 40A:11-5 may be awarded for a period not exceeding 12 consecutive months. Contracts awarded pursuant to N.J.S.A. 40A:11-4.1 (N.J. Competitive Contracting) shall be awarded for up to five years unless 40A:11-15 permits a longer contract duration. All other purchases, contracts and agreements shall be made for a period not to exceed twenty four (24) consecutive months with the exception of those matters listed in N.J.S.A. 40A:11-15. The contract shall be signed by all parties within the time limit set forth therein which shall not exceed twenty-one (21) days (Sunday/Holidays excepted) after making the award, except that said parties may agree to extend the time limit set forth in the specifications beyond said twenty-one (21) day period.

Source: N.J.S.A. 40A:11-3(b) as amended, 1996, N.J.S.A. 40A:11-4.1 and 40A:11-15.

B. CONTRACT TYPES

Any type of contract consistent with applicable New Jersey and federal law which is appropriate to the procurement and which will promote the best interests of the PHA may be used provided that the cost-plus-a-percentage-of-cost and percentage of construction cost methods of contracts are prohibited. All procurement shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the PHA's needs otherwise, and the proposed contractor's accounting system is adequate to allocate cost in accordance with applicable cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation (FAR), found in 48 CFR chapter 1).

(i) Limitations on Time and Material Contracts

A time and material contract may be used only if a written determination is made that no other contract type is suitable, and this contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to the PHA is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.

As this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at his own risk. The PHA shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Source: 2 C.F.R. 200.318 (j),

C. OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that: (i) the option is contained in the solicitation, (ii) the option is a unilateral right of the PHA; (iii) the contract states a limit on the additional quantities and the overall term of the contract; (iv) the options are evaluated as part of the initial competition; (v) the contract states the period within which the options may be exercised; (vi) the

options may be exercised only at the price specified in or reasonably determinable from the contract; and (vii) the options may be exercised only if determined to be more advantageous to the PHA than conducting a new procurement.

Source: N. J. S. A. 40A:11-14; 40A:11-15; 40A:11-24 Subpara. B and C: MPP Sec. V. A. and B;

Comment: See HUD Handbook 7460.8 Sec. 6-4 for guidelines in implementing options.

D. CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders and their implementing regulations as well as New Jersey Laws, (however to the extent that such federal and state laws are in conflict the federal law shall prevail) such as the following:

1. Federal Provisions

- a. Termination for convenience (contracts exceeding \$10,000.00);
- b. Termination for default (contracts exceeding \$10,000.00);
- c. Equal Employment Opportunity Compliance;
- d. Copeland Anti-kickback Act (18 U.S. Code 874 as supplemented);
- e. Davis-Bacon provision of the United States Housing Act of 1937 (for prime construction contracts exceeding \$2000.00);
- f. Contract Work Hours and Safety Standards Act, reporting requirements (40 U.S. Code Sec. 3702 and 3704 as supplemented) for contracts exceeding \$100,000.00;
- g. Patent rights;
- h. Rights in data and copyrights;
- i. Examination of records by Comptroller General, retention of records for three years after closeout;
- j. Clean Air and Water Acts compliance (contracts exceeding \$150,000.00),
- k. Energy efficiency standards compliance,
- l. Bid protests and contract claims.
- m. Value Engineering, and
- n. Payment of funds to influence certain Federal transactions (Byrd Lobby Act)(contracts exceeding \$100,000.00)
- o. Provisions regarding procurement of recovered materials.

Source: Act 200.326 and Appendix II attached thereto; MPP Sec. V C

2. Alternative Dispute Resolution (ADR) for Construction Contracts

All contracts involving construction or contracts related thereto concerning architecture, engineering or construction management shall include a clause which requires that disputes arising under the contract shall be submitted to a process of alternative dispute resolution (ADR) such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. This does not prevent the PHA from seeking injunctive or declaratory relief in court at any time. These ADR practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. The PHA shall comply with N.J.S.A. 40A:11-50 with respect to joinder of other

parties and matters in disputes which involve more than one contract such as design, engineering, architecture or management.

Source: N.J.S.A. 40A:11-50.

Comment: The contract should specify the particular ADR practice (e.g. mediation or binding/non-binding arbitration) to be used rather than merely stating that any of the three methods may be used.

3. Acknowledgment by Bidder and Bid Document Checklist

All plans, specifications and bid proposal documents for the erection, alteration, or repair of a building, structure or other improvement to real property, the total price of which exceeds \$17,500.00 (or as amended as per 40A:11-3) shall include:

a. a document for the bidder to acknowledge receipt of any notice or r or addenda to the advertisement or bid documents; and

b. a form listing those documentary and informational forms, certifications and other documents that the contracting agent requires each bidder to submit with the bid. The form shall list each of the items to be submitted with the bid proposal and a place for the bidder to indicate by initialing each entry, that the bidder has included those required items with the completed bid proposal. Each bidder shall complete this form and submit it with the bid proposal in addition to those documentary and informational forms, certifications, and other documents that are listed on the form. In accordance with Section III(C)(3)(h) the failure to submit the required form shall render the bid unresponsive and it shall be rejected.

c. at the option of the Authority, specified alternate proposals in addition to the base specification.

If the cost of a project exceeds \$500,000.00, where alternate proposals are specified in the bid documents, the determination of the lowest bid shall be made on the basis of the price of:

- (i) the base specification plus the price of any selected specified alternate proposals; or
- (ii) a choice of specified alternative proposals within the limit of funds that may be available for a project.

Where more than one specified alternate proposal is sought, the bid specifications shall specify the criteria or ranked order by which the specified alternates shall be selected and included in the award of the contract.

Source: N.J.S.A. 40A:11-23.1 and 23.2

4. Periodic Payments to Contractor for Work

In any contract involving the construction, reconstruction, alteration, repair, or maintenance of any building/structure/facility/ or other improvement to real property, the contract shall provide for partial payments to be made at least once monthly as the work progresses.

Source: HUD General Conditions Form 5370; N.J.S.A. 40A:11-16.2, 16.3.

5. Periodic Payments to Contractor for Materials

Construction contracts entered into by the PHA may also provide for partial payments, at least once each month, with respect to all materials placed along or upon the site, or stored at secured locations, which are suitable for use in the execution of the contract, if the person providing the materials furnished releases of liens for the materials at the time each estimate of work is submitted for payment. The total of all partial payments shall not exceed the cost of the materials.

Source: HUD General Conditions; N.J.S.A. 40A:11-16.4.

6. Contracts for Disposal of Solid Waste

Any PHA contract for the removal/disposal of solid waste may be renegotiated by the contractor as a matter of right, to reflect any increase in solid waste disposal costs whenever:

- (a) the increase occurred as the result of compliance with an order issued by the New Jersey Department of Environmental Protection in conjunction with the Board of Public Utilities, directing solid waste be disposed at a solid waste facility other than the one previously utilized by the contractor; or
- (b) the increase in solid waste disposal costs occurred as a result of lawful increases in the rates, fees or charges imposed on the disposal of solid waste at the solid waste facility utilized by the contractor.

Source: N.J.S.A. 40A:11-16.5

Bids for the collection of solid waste and recyclable materials must comply with the provisions of N.J.S.A. 34:11-68 which requires contractors provide certified payroll records for employees engaged in the collection and transportation of solid waste.

7. Number of Working Days/Liquidated Damages

(a) For contracts for public works the contract specifications shall specify the number of days allotted for the completion of the contract work and/or a proposed contract completion date, and shall provide for a deduction from the contractor's contract price for any wages paid by the PHA to its inspection employees necessarily required to be employed on the work for any days in excess of the number allowed in the specifications for contract completion.

(b) A contract made pursuant to the Local Public Contracts Law (N.J.S.A. 40A:1-1) may include liquidated damages for the violation of or failure to perform any of the terms and conditions thereof or the terms and conditions of N.J.S.A. 40A:11-1. However a contract shall not limit a contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct or other reasons un-contemplated by the parties that delay the contractor's performance, to giving the contractor an extension of time for performance under the contract.

Source: N.J.S.A. 40A:11-17; 11-19.

8. Notice to Proceed

Award of Contract is not the equivalent of a Notice to Proceed (with the work) under the Contract. The contract shall specify its term, duration and commencement date. The PHA will issue a Notice to Proceed to the contractor commensurate with the contractor's completion of all its contract award preconditions and requirements and with the commencement date specified in the contract. The contractor may make a written

request to the PHA for the issuance of a Proceed Notice on the date fixed for work commencement by the terms of the contract, and in the event such written request is made, the PHA must, within seven (7) days of its receipt thereof issue said Notice to Proceed.

Source: N.J.S.A. 40A:11-24;

E. CONTRACT ADMINISTRATION

A contract administration system designed to insure that contractors perform in accordance with their contracts shall be maintained. The system shall comply with HUD Handbook 7460.8 Sections 6-5 through and 6-9.

The operational procedures required by Section I.A. above, shall contain guidelines for inspection of supplies, services, or construction as well as monitoring contractor performance, status reporting on construction contracts, and similar matters. For cost reimbursement contracts with commercial firms, costs are allowable only to the extent that they are consistent with the cost principles in FAR subpart 31.2.

Source: MPP Sec. V-D; Act Sec. (b) (1) and (2)

F. CONTRACT MODIFICATIONS/CHANGE ORDERS

The PHA shall adopt procedures for changes and modifications to contracts which comply with the provisions contained in HUD Handbook 7460.8 Rev. 2 Sec. 11.4 to the extent they comply with the provisions provided herein:

1. Quantities of items or work shall not be changed so as to nullify the competitive determination of the lowest responsible price if, at the time of the award changes could have reasonably been foreseen. Change orders shall not be used to change quality or character of a contract inasmuch as such would have been a determining factor in the original bidding. Change orders must comply with the provisions of N.J.A.C. 5:30-11.1 et seq.
2. Contract modifications or changes which extend the scope of work, services or supplies beyond the scope of the contract are strongly discouraged. Where absolutely necessary such changes must be justified as a non-competitive action pursuant to 24 CFR 85.36(d)(4) and Section III (E) of this statement. For such cases, a cost analysis must be prepared in accordance with Section III (F)(3) of this statement. In accordance with N.J.A.C. 5:30-11.1 such changes shall be approved only by resolution of the Board of Commissioners. Where the total value of change orders exceeds 20% of the original contract price the PHA must comply with the specific rules provided in N.J.A.C. 5:30-11.1. In the event the total price of the change order exceeds \$100,000.00 (or such other sum specifically authorized by HUD), the action may require prior HUD approval in accordance with 24 CFR 85.36(g)(2)(v).
3. All PHA contracts shall contain a Changes clause, such as that on Forms HUD 5370 (construction) and HUD 5370-C (non-construction).

Source: MPP Sec. III- E and III-F; N.J.A.C. 5:30-11.1 et seq.; HUD Handbook 7460.8 Rev. 2 Section 11.

Comment: See N.J.A.C. 5:30-11.1 et seq. for specific guidelines for changes for construction, emergency and professional services contracts.

G. HUD PROCUREMENT REVIEW

The Contracting Officer must on request make available for HUD review and approval procurement documents such as invitations for bids, requests for proposals, independent cost estimates, etc. in the event:

1. The PHA's procurement procedures or operation fails to comply with the procurement standards contained in 2 CFR 200 et seq.
2. The procurement is expected to exceed the Simplified Acquisition Threshold (currently \$150,000.00) and is to be awarded without competition or only one bid or offer is received in response to solicitation; or
3. The procurement which is expected to exceed the Simplified Acquisition Threshold (currently \$150,000.00) specifies a brand name product; or
4. The proposed award exceeds the Simplified Acquisition Threshold (currently \$150,000.00) is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
5. A proposed contract modification changes the scope of the contract or increases the contract amount by more than the Simplified Acquisition Threshold (currently \$150,000.00).

This requirement for HUD review and approval shall not, however, apply if HUD determines that the PHA's procurement policy complies with 2 CFR 200. Furthermore, the PHA may request that HUD review its procurement system to determine whether it meets Federal standards in order for its system to be certified. Finally, the PHA may self-certify its procurement system, however doing so shall not limit HUD's to survey the system. HUD may rely on written assurance from the PHA that it is complying with federal procurement standards.

Source: 2 CFR 200 324.

VI. SPECIFICATIONS & COMPETITION

A. GENERAL

All procurement shall be conducted in a manner providing free and open competition consistent with applicable federal and state laws and regulation. All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the PHA's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurement to obtain a more economical purchase (but see VIII below). For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement. The PHA shall not engage in or accept: noncompetitive pricing practices between firms or between affiliated companies; noncompetitive contracts to consultants on retainer contracts; organizational conflicts of interest; and arbitrary action in the procurement process.

B. LIMITATIONS

1. Prohibited Specifications

The following specification limitations shall be avoided: state or local geographic restrictions not mandated or

encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unreasonable requirements for firms to do business with the PHA, excessive or unnecessary bonding or experience requirements; standards, restrictions conditions or limitations not directly related to the purpose, function or activity for which the contract is awarded. Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be scrutinized to ensure that organizational conflicts of interest do not occur (for example, having a consultant perform a study of the PHA's computer needs and then allowing that consultant to compete for the subsequent contract for the computers).

Contractors that develop or draft specifications, requirements, statements of work and invitations for bid or requests for proposals are excluded from competing for such procurement.

2. Pre-Bid Conferences

Attendance at a pre-bid conference shall not be mandatory and lack of attendance shall not be the basis for rejecting a bid as nonresponsive.

C. "BRAND NAME OR EQUAL" LIMITATIONS

1. No specifications may require the furnishing of any "brand name" but may in all cases require "brand name or equivalent," except that if goods or services to be provided or performed are proprietary, such goods or services may be purchased by stipulating the proprietary goods or services in the bid specification in any case in which the resolution so indicates, and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract was awarded.

2. A clear and accurate description of the technical requirements for the material/product/service to be procured shall be utilized, but such description shall not in competitive procurement, contain detailed product specifications or features which unduly restrict competition. The description may include a statement of the qualitative nature of the material/product/service and shall set forth those minimum essential characteristics and standards to which it must conform in order to satisfy its intended use.

3. When it is impractical or uneconomical to make a clear and accurate description of the product requirements, a "brand name or equal" description may be used as a means to define the performance of the salient requirements. The specific features of the named brand and other salient requirements and factors which must be met by bidders shall be clearly stated.

D. STATEMENT OF OWNERSHIP OF CORPORATIONS OR PARTNERSHIPS

All specifications shall require that prior to the receipt of the bid or accompanying the bid or proposal of a corporation or partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock of any class or, of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established herein has been listed.

E. REQUIRED PROVISIONS

Specifications must include any option for renewal, extension or release which the PHA may intend to exercise or require; all terms and conditions necessary for the performance of any extra work; and disclose all matters necessary to the substantial performance of the contract.

Source: MPP Sec. VI; Act 200.319, ; N.J.S.A. 40A:11-13, 13.2.

Subpara. A 2 CFR 200.318(d)

Subpara. B 2: HUD Handbook 7460.8 Sec. 4-11

Subpara. C 1: N.J.S.A. 40A:11-13(d)

Subpara. D: N.J.S.A. 52:25-24.2 and N.J.S.A. 40A:11-4.4, 4.5

Subpara. E: N.J.S.A. 40A:11-13.2(e)

VII. APPEALS AND REMEDIES

A. GENERAL

It is the PHA's policy to resolve all contractual issues informally at the PHA level, without litigation. When appropriate, the PHA may consider the use of informal discussions between the parties by individuals who did not participate in the matter in dispute to help resolve the differences. Where such disputes cannot be resolved amicably, jurisdiction properly lies with the New Jersey Superior Court.

B. BID PROTESTS

Any actual or prospective contractor or vendor may protest the solicitation or award of a contract for serious violations of the principles of this Statement. Any protest against a solicitation or specification must be in writing, filed with the contracting agent no less than three days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

Source: MPP Sec. and N.J.S.A. 40A:11-13(e)

Any protest against the award of a contract must be received within 3 calendar days after opening of the sealed bids or within 3 days of notice of selection of a competitive proposal, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

C. CONTRACT CLAIMS

All claims by a contractor or vendor relating to performance of a contract shall be submitted in writing to the Contracting Officer or designee for a written decision. The contractor may request a conference on the claim. Where appropriate, the Contracting Officer's decision shall inform the contractor of its appeal rights to a higher level in the PHA, such as the Executive Director or Board of Commissioners.

Source: MPP Sec. VII

VIII. ASSISTANCE TO SMALL AND OTHER BUSINESSES

A. REQUIRED EFFORTS

1. Consistent with Presidential Executive Orders 11625, 12138 and 12432, and Section 3 of the HUD Act of 1968, the PHA shall take all necessary affirmative steps to ensure that and minority-owned businesses, women's business enterprises, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of a PHA project are used when possible. Such efforts shall include, but shall not be limited to:

- a) Including such firms, when qualified, on solicitation lists;
- b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d) Establishing delivery schedules, where the requirement permits, which encourages participation by such firms;
- e) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Including in contracts a clause requiring contractors, to the greatest extent feasible to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 CFR 135.
- g) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A1(a) through A1(f) above.

2. Goals may be established periodically by the PHA for participation in the PHA's prime contracts and subcontracting opportunities by small businesses, minority-owned businesses, women's business enterprises, labor surplus area businesses, and business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. DEFINITIONS

1. A small business is defined as a business which is independently owned; non dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size of standards of 13 CFR 121 shall be used, unless the PHA determines that their use is inappropriate.

2. A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to: Black Americans, Hispanic Americans, Native Americans, Asian Pacific American, Asian Indian Americans and Hasidic Jewish Americans.

3. A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

4. A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of labor surplus areas published by the Employment and Training Administration.

5. A business concern located in the area of the project is defined as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 CFR 135.15, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the project is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

Source: MPP Sec. VIII; Act 2 CFR 200.321.

IX. ETHICS IN PUBLIC CONTRACTING

A. GENERAL

The PHA shall adhere to the following code of conduct the New Jersey Local Government Ethics Law N.J.S.A. 40A:9-22.1 et. seq. and the Truth in Contracting Law N.J.S.A. 2C:21-33.

B. CONFLICTS OF INTEREST

The PHA shall comply with all provisions of **Section 19** of the HUD Annual Contributions Contract which restricts the interest of members, officers or employees of the PHA in any project of the PHA. **Section 19 of the ACC** must be consulted with respect to contracts for all PHA Projects as it also applies to other public officials of the municipality.

No employee, officer or agent of this PHA shall participate directly or indirectly in the selection, award or administration of any contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The PHA shall comply with the following provision and include it in all contracts and require that it be included in all subcontracts:

"No member, officer or employee of the PHA and no member of the governing body of the locality in which the PHA or its project is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

C. LOCAL GOVERNMENT ETHICS LAW

The provisions of the Local Government Ethics Law as set forth in N.J.S.A. 40A:9-22.1 et seq. are incorporated herein by reference.

D. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

PHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential

information for actual or anticipated personal gain. Any violation shall result in disciplinary action against said officer, agent or employee.

(Note: In accordance with 2 CFR 200.318 (c)(1) the PHA may establish standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.)

E. PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure a PHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

Source: MPP Sec. IX; Act Sec 200. 318; New Jersey Local Government Ethics Law N.J.S.A. 40A:9-22.1 et seq.

Sections 19 & 20 of the HUD Annual Contributions Contract

X. DISPOSITION POLICY

Disposition operations will be conducted in conformance with N.J.S.A. 40A:11-36, as amended.

1. Personal Property shall not be sold or exchanged for less than its fair value.

2. All personal property exceeding 15% of the applicable bid threshold established by N.J.S.A. 40A:11-3 shall be sold at public sale in accordance with N.J.S.A. 40A:11-36 to the highest bidder. Items valued at less than 15% of the bid threshold may be sold without public sale if the PHA determines that it would be impractical to do so.

3. **Sales to Government Bodies.** Sales to the United States government, the State of New Jersey and other governmental agencies shall not be made for less than fair value but do not require public sale.

4. Notwithstanding the provisions of this section, by resolution of the Board of Commissioners, a contracting agent may include the sale of personal property no longer needed for public use as part of specifications to offset the price of a new purchase.

Source: N.J.S.A. 40A:11-36

This provision does not cover the sale of real property, buildings or lands as same will be disposed of in accordance with other applicable HUD Provisions.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

GRIEVANCE PROCEDURES POLICY

I. GENERAL POLICY

A. Introduction

The Housing Authority of Gloucester County (“The Authority”) adopts this Grievance Procedure Policy (“Policy”) to provide a procedure for program applicants, tenants and participants to seek just, effective and efficient settlement of grievances against the Authority. This Policy is adopted in accordance with Federal Regulations, *24 CFR part 966 and the U.S. Housing Act of 1937 (2 U.S.C. sec. 1437d(k))*, *24 CFR 982 subpart L*, *24 CFR 982.310*, *24 CFR 983.257*, *24 CFR 880 subpart F*, *24 CFR 891 subpart D*, *24 CFR Part* and *HUD Handbook 4350.3*.

If there should be any conflict between this policy and Federal, State, or local laws and regulations, the laws and regulations shall prevail.

B. Applicability

HUD has issued a due process determination that the law of the State of New Jersey requires that tenants be given the opportunity for a hearing in court which provides the basic elements of due process before an eviction from a dwelling unit. Therefore, the Authority has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves a violation of the Authority’s One Strike You’re Out Policy including the following:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of another resident or employee of the Authority, or
- (2) Any drug related criminal activity on or near such premises.

Individuals with a disability that require a reasonable accommodation of the Authority’s Policy shall submit a written request for a reasonable accommodation.

This policy shall be incorporated by reference in all dwelling leases between Tenant and the Authority, whether or not specifically provided in such leases.

C. Conduct for All Grievances

All Authority employees, applicants, tenants, participants, counsel and witness or spectators to conduct themselves in an orderly fashion during the course of all Grievances. Failure to comply

with the directions of the Hearing Officer or to maintain order may result in exclusion from the proceedings or termination of the Grievance review or Hearing

D. Definitions

1. **Applicant** shall be used to refer to those who have filed a pre-application with the Authority for any of the programs administered by the Authority.
2. **Authority** shall be used to refer to the Housing Authority of Gloucester County.
3. **Voucher/Mod Rehab** shall mean the either the Section 8 Housing Choice Voucher Program, Project-Based Voucher Program, or Moderate Rehabilitation Program, as applicable to the circumstances.
4. **Complainant** shall mean any resident whose grievance is presented to the Authority or at the project management office.
5. **Elements of Due Process** shall mean: Adequate notice to the resident of the grounds for terminating the tenancy and for eviction; Right of the resident to be represented by counsel; Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and A decision on the merits.
6. **Grievance** shall mean any dispute which a resident or participant may have with respect to the Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations, policies, or procedures which adversely affect the individual resident's rights, duties, welfare or status.

Grievance does **not** include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's Public Housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents or participants not involving the Authority or to class grievances.
7. **Hearing Officer** shall mean an impartial person selected by the Authority in accordance with this policy and current regulations to administer the informal reviews, informal hearings, and hear grievances and render a decision with respect thereto.
8. **Participant** shall mean any individual or family receiving assistance in either the Section 8 Housing Choice Voucher, Section 8 Project-based Voucher or Moderate Rehabilitation Programs.

9. Promptly shall mean within the time period indicated in a notice from the Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the Authority.

10. Resident shall mean the adult person (or persons) other than a live-in aide:

- 1) Who resides in a dwelling unit and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises,
- 2) Who resides in a Public Housing unit and who is the remaining head of household of the resident family residing in the unit.

II. PROCEDURES OF SECTION 8 HOUSING CHOICE VOUCHER PROGRAM, SECTION 8 MODERATE REHABILITATION PROGRAM AND SECTION 8 PROJECT –BASED VOUCHER PROGRAM

A. Informal Review For Denials of Admissions to Program

24 CFR 982.54(d)(12), 24 CFR 982.554, 24 CFR 983.255

An informal review is a review of an applicant's file and circumstances by an Authority staff person who has not had any previous involvement with the applicant to determine whether the Authority's policies and procedures have been correctly applied in denying the application.

1. When Informal Reviews are Required

Unless otherwise noted as an exception as indicated below, an applicant whose application is denied shall be provided an opportunity for an informal review of the Authority's decision. However, an applicant whose application is denied for reasons of citizenship or eligible immigrant status shall be provided an "Informal Hearing."

2. When Informal Reviews are not Required

Informal Reviews are not required in the following circumstances:

- a. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
- b. General policy issues or class grievances such as local preferences and income eligibility;
- c. The determination of the family unit size under Authority's subsidy standards;
- d. A refusal to extend or suspend a voucher;

- e. A determination not to approve tenancy for a specific unit;
- f. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
- g. A determination that a unit is not in accordance with HQS due to family size or composition.

3. Notice of Denial/Procedure for Requesting Informal Review

When the Authority determines that an applicant is ineligible, the applicant must be notified of the decision in writing. The notice shall state:

- a. The reason(s) for ineligibility;
- b. A statement that the applicant may request an informal review if they disagree with the decision;
- c. The procedure for requesting a review; and
- d. The deadline for requesting a review.

If the Authority obtains criminal record information from a State or local agency showing that an applicant has been convicted of a crime relevant to applicant eligibility, the Authority will notify the applicant of the proposed action to be based on the information and will provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information.

4. Procedures for Informal Review

A request for an informal review must be submitted in writing to the Authority no later than 30 calendar days from the date of the Authority's denial notice. Late requests will not be processed unless the applicant demonstrates the delay was due to extraordinary circumstances beyond their control.

The review shall be conducted by either a supervisory level staff person who was not involved in the decision under review, and who is not a subordinate to the person who made the decision, or the Authority's designated Hearing Officer.

The applicant will be provided the opportunity to present oral and/or written objections to the denial. Both the Authority and the applicant may present evidence and witness. An applicant may, at their own expense, be represented by an attorney or other representative. An applicant may be present at the review to provide information, but the applicant's presence is not required,

Unless special circumstances apply, the decision of the review officer shall be provided to the applicant in writing within 14 calendar days after the review, and shall include an explanation of the reasons for the decision.

5. Consideration of Circumstances in Discretionary Denials

In circumstances when the denial of an applicant is within the discretion of the Authority, the Authority may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members and the effective of denial of assistance on other family members who were not involved in the action or failure.

The Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit.

6. Informal Reviews When Denial is Based on Eligible Immigration Status

The applicant family may request that the Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

B. Informal Hearings for Participants

24 CFR 982.555(a-f), 982.54(d)(13)

1. When Informal Hearings are Required

The Authority must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions, relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and Authority policies:

- a. The determination of the participant's annual or adjusted income and the computation of the Housing Assistance Payment;
- b. The determination of the appropriate utility allowance (if any) for tenant-paid utilities, from the Authority utility allowance schedule;
- c. The determination of family unit size under Authority's subsidy standards;

- d. A decision to terminate a participant's Family Self-Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the participant's escrow account;
- e. A decision to terminate assistance for a participant family because of the family's action or failure to act (see 24 CFR 982.552); and
- f. A decision to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Authority policy and HUD rules.

An opportunity for an informal hearing must always be provided before terminating assistance.

2. When Informal Hearing is not Required

The Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- a. Discretionary administrative determinations by the Authority;
- b. General policy issues or class grievances;
- c. Establishment of the Authority schedule of utility allowances for families in the program;
- d. An Authority determination not to approve an extension or suspension of a voucher term;
- e. An Authority determination not to approve a unit or lease;
- f. An Authority determination that an assisted unit is not in compliance with HQS. (However, the Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.);
- g. An Authority determination that the unit is not in accordance with HQS because of the family size;
- h. A determination by the Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

3. Notice to Participants of Authority Decisions

Participants shall be notified in writing of decisions regarding the amount of their assistance or their eligibility for continued participation in the program. Participants will be given prompt notice of such decisions, which shall include:

- a. The proposed action or decision;

- b. The date the proposed action or decision will take place;
- c. An explanation of the basis for the decision;
- d. The procedures for requesting a hearing if the participant disputes the action or decision;
- e. The deadline for requesting the hearing. All requests for Hearings must be submitted within 30 calendar days of the date of the Authority's decision. Late requests will not be processed unless the participant demonstrates the delay was due to extraordinary circumstances beyond their control.

When continued participation in the program is denied because of criminal activity described in a criminal record, the Authority will, on request, provide the participant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based.

4. Notification of Hearing

When a request for an informal hearing is received, a hearing shall be scheduled within 30 days from the date the request is received by the Authority. This deadline may be extended if necessary and appropriate under the circumstances the hearing notification shall state:

- a. The date and time of the hearing;
- b. The place where the hearing will be held;
- c. That the participant has the right to present evidence and witnesses, bring interpreters; and be represented by legal counsel or a representative at the participant's expense;
- d. That the participant has the right to review any available documents or evidence upon which the Authority based the proposed action and, at the family's expenses, obtain a copy of such documents prior to the hearing. Such requests must be received no later than three business days before the hearing date.
- e. The Authority shall have the opportunity to examine at its office, before the hearing any participant documents that are relevant to the hearing and must be allowed to copy any such documents. Any documents not provided to the Authority may not be used in the hearing.

5. Procedures for the Informal Hearing

Participants shall the right to present written and oral objections to the Authority's determinations. Participants shall have the right to present any information or witnesses on a pertinent issue and be represented, at their own expense, by legal counsel or other designated advocate or representative.

The Authority shall have the right to present any evidence and information on any pertinent issues. The Authority shall have the right to be represented by counsel and have any staff person and witnesses familiar with the case present during the entirety of the hearing.

The informal hearing shall be conducted by a Hearing Officer appointed by the Authority who is neither the person who made or approved the decision, nor is a subordinate of that person. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in a judicial proceeding.

The Hearing Office may ask the family for additional information and/or may adjourn the hearing as needed. If the family requests a reasonable accommodation during the hearing, the Hearing Officer will make a decision as to whether the hearing must be adjourned to consider the request.

If the family fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of the Authority shall become final and take effect immediately. No new hearing will be granted unless the family is able to demonstrate to the Authority, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

6. Standard of Review

The Hearing Officer will determine whether the Authority's action or decision is consistent with HUD regulations and its administrative plans and policies, based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

7. Hearing Officer Decision

The Hearing officer will issue a written decision within 14 calendar days after the date the hearing. This deadline may be extended if necessary and appropriate under the circumstances. The decision shall include a summary of the factual allegations and the Authority's action or decision under review, a summary of the facts upon which the decision is based and a clear statement of the conclusions of law and any relief ordered. The decision shall also include a statement of the right to seek an Appeal of the decision to the Executive Director.

8. Consideration of Circumstances

In circumstances when the termination of a participant is within the discretion of the Authority, the Authority may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members and the effective of termination of assistance on other family members who were not involved in the action or failure.

The Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit.

9. Decisions not Binding on the Authority

The Authority shall not be bound by any decision of the Hearing Officer that:

- a. Concerns matters for which no opportunity for a hearing is provided;
- b. Conflicts with or contradicts HUD regulations or requirements;
- c. Conflicts with or contradicts federal, state or local laws; or
- d. Exceeds the authority of the Hearing Officer;

If the Authority determines that it is not bound by the Hearing Officer's decision it shall, within 14 calendar days of the date of the decision, so advise the participant in writing, which shall include the reasons for the determination.

10. Records

All hearing requests, supporting documentation and a copy of the final decision shall be retained in the participant's electronic file. The Authority shall safely keep and maintain an electronic recording of all informal hearings involving participant termination for three years.

11. Hearing Officer Selection

A fair hearing shall be conducted by an impartial person appointed by the Executive Director of the Authority, other than a person who made or approved the action under review or a subordinate of such person.

12. Appeals To the Executive Director

The Authority permits applicants and participants to submit written appeals to the Executive Director to challenge the Fair Hearing decisions issued by the Hearing Officer. Appeals are based on the existing record obtained before the Hearing Officer, with further testimony or documents requested when necessary. The Executive Director or his/her designee will issue a written determination in response to the request for Appeal. Appeals will be reviewed to ensure that the Hearing Officer's determination is in accordance with applicable Federal, State or local law and all facts and evidence. See Appendix "A".

13. Informal Hearing For Termination of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

III. PROCEDURES FOR AUTHORITY OWNED AND MANAGED PROPERTIES

A. Informal Hearing for Applicant Denials

24 CFR 960.208, 24 CFR 880.603, 24 CFR 891.430

If the Authority determines that an applicant is ineligible on the basis of income or family composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR part 5), or because of failure by an applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 CFR parts 5 and 813), or that the Authority is not selecting the applicant for other reasons, the Authority will promptly notify the applicant in writing of the determination and its reasons, and the applicant may request an informal hearing.

B. Procedures for Residents of Owned and Managed Properties

24 CFR part 966, 24 CFR 880.607, 24 CFR 247.4,

1. Informal Settlement of a Grievance

Any grievance shall be promptly presented, either orally or in writing, to the Authority's Affordable Housing Operations Department so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

2. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the

complainant shall submit a written request for a hearing to the Authority within ten (10) calendar days from the date of the mailing of the summary of the discussion as indicated above under “Informal Settlement of a Grievance.” The written request shall specify:

- a. The reasons for the grievance; and
- b. The action or relief sought.

A. Selection of A Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the Executive Director of the Authority, other than a person who made or approved the action under review or a subordinate of such person.

B. Failure to Request a Hearing

If the resident does not request a hearing in accordance with this Section, then the Authority's disposition of the grievance shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.

C. Escrow Deposit Required for Hearing Involving Rent

Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease which the Authority claims is due, the resident shall pay to the Authority an amount equal to the amount of the 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 resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Authority may determine to waive these requirements, as evidenced by notifying the resident in writing. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.

D. Scheduling of Hearings

Upon the resident's compliance with this Section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Authority. A written notification specifying the time, place, and the procedures governing the hearing shall be mailed to the resident and given to the appropriate Authority staff.

E. When a Hearing is not Required

The Authority's grievance procedures shall not be applicable to disputes between tenants not involving the Authority or to class grievances. This policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Authority's Board of Commissioners.

F. Procedures Governing the Grievance Hearing

The complainant shall be afforded a Grievance Hearing, which shall include:

1. Upon written request and reasonable notice to the Authority, prior to the hearing, the opportunity to examine any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Authority does not make the document available for examination upon written request by the resident, the Authority may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
3. The right to a private hearing unless the resident requests a public hearing;
4. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority and to confront and cross examine all witnesses upon whose testimony or information on which the Authority relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.
6. The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.
7. If either the complainant or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for no more than 5 business days or determine that the missing party has waived their right to a hearing. Both the Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.
8. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority action or failure to act against which the complaint is directed.
9. The hearing shall be conducted informally by the Hearing Officer 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. The Hearing Officer will require the Authority, the complainant, counsel, and any other participants to conduct themselves in an orderly

fashion. Failure to comply with directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

10. The complainant or the Authority 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.

G. Decision of the Hearing Officer

The Hearing Officer shall prepare a written decision, together with the reasons, within fourteen (14) calendar days after the hearing. Copies of the decision shall be mailed to the complainant and given to the Authority. The Authority shall retain a copy of the decision in the resident's file. The Authority shall maintain a log of hearing officer decisions and make that log available upon request of the hearing officer, or a prospective complainant's representative.

The decision of the Hearing Officer shall be binding on the Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Executive Director or PHA Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concern Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
2. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or PHA Board of Commissioners in favor of the Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Exhibit “A”

Instruction for Submitting an Appeal

If an applicant or participants wishes to submit an Appeal of the Fair Hearing decision, the following instructions should be followed:

- Review the Hearing Officer’s decision carefully and note any requirements or conditions set forth in the decision letter.
- Submit a written Appeal to the Executive Director.
- The Appeal must be submitted to the Executive Director within 14 calendar days. Unless proof of extraordinary circumstances is provided, late Appeals will not be considered.
- Failure to submit a timely Appeal is a waiver of the right to Appeal to the Executive Director.
- The Appeal should include the following.
 - The applicant/participant full name, mailing address, daytime telephone number, and email address.
 - A clear and concise statement of the reason(s) for disagreeing with the Hearing Officers’ decision.
 - The legal rule or HAGC policy which has been misapplied, misapplied, or not properly considered by the Hearing Officer;
 - All facts which have been misunderstood, misapplied or not properly considered by the Hearing Officer or new information which would change the decision;
 - All documents and evidence which support the Appeal.
 - This may include letters from doctors, landlords, employers, rehabilitation centers, counselors, photographs, and notarized statements.
 - If the Appeal is based on your failure to appear at the scheduled Fair Hearing, detail the reasons leading to the failure to appear and provide proof to support the failure to appear.
 - Please note Applicants and Participants requesting an Appeal will not be scheduled for a Second Fair Hearing, unless it is determined necessary by the Executive Director.

\

HOUSING AUTHORITY OF GLOUCESTER COUNTY



"ONE STRIKE AND YOU'RE OUT" POLICY

Adopted: September 25, 1996

Revised: October 21, 1998;

May 1, 1999;

August 22, 2001;

June 18, 2002,

May 2018

May 22, 2019

RES#19-54

"ONE STRIKE & YOU'RE OUT POLICY"
CRIME AND DRUG FREE POLICY
Adopted September 25, 1996

I. STATEMENT OF PURPOSE

Effective June 25, 2001, the Department of Housing & Urban Development (HUD) adopted final rules which set forth regulations for implementing fair, effective and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity, and for evicting or terminating assistance of persons who engage in such activity.

In accordance with *24 CFR Part 5, subpart I & J; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L, Part 882, subpart D, 24 CFR 983.2(a); and HUD PIH 2015-19 and 2012-28*, The Housing Authority of Gloucester County ("The Authority") hereby adopts this revised Policy to be known as the "One Strike and You're Out" Policy ("This Policy"). This Policy shall apply to all Housing Programs administered by the Authority (hereinafter collectively referred to "Authority Programs") This Policy shall serve in addition or supplement to the Authority's Admissions and Continued Occupancy Policy ("ACOP"), Section 8 Administrative Plan, Management Plans, the Dwelling Leases, and the Grievance Procedure Policy.

The Objectives of this Policy are as follows:

1. To serve the substantial, legitimate and nondiscriminatory interest that all individuals, whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse.
2. To help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control.
3. To safeguard the due process and privacy rights of applicants and assisted tenants/participants.

II. POLICY IMPLEMENTATION

HUD PIH 2015-19

Federal laws, including the Federal Fair Housing Law, require the Authority treat all applicants and assisted tenants/participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibit discrimination in housing on the basis of race, color, religion, sex, national origin, age familial status and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity and material status. The Authority will fully comply with all Federal, State, and local nondiscrimination law in administering this Policy.

The fact that an applicant or assisted tenants/participants was arrested for a disqualifying offense

shall not be treated or regarded as proof that the individual engaged in the disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the individual actually engaged in the disqualifying criminal activity. As part of the investigation, the Authority may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Authority may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant/participant engaged in disqualifying activity. It is not necessary for the Authority to wait until an arrest disposition has been reached to take action in accordance with this Policy.

In terminating or denying assistance for applicants and participants of Authority Programs due to disqualifying criminal activity, HUD regulations specifically provide that disqualifying criminal activity must be demonstrated by a preponderance of the evidence. Preponderance of the evidence shall mean that when taking all the evidence together and considering its reliability or unreliability, it must be more likely than not that the person in question engaged in the disqualifying criminal activity.

III. DEFINITIONS

Applicant means any applicant to the Authority for prospective housing assistance under any housing assistance program.

Assisted tenant or participant means any tenant or participant who is currently receiving some form of housing assistance from the Authority.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)). *Drug-related criminal activity* means *on or off* the premises, not just *on or near* the premises.

Covered person means a resident, any member of the resident's household, a guest, or another person under the resident's control.

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's premises by other residents or employees of the Authority. Criminal activity shall include crimes against persons and property.

Currently engaged in is defined as recently enough to justify a reasonable belief that there is continuing conduct by the household member.

Engaged in or history/pattern of engaging in means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Drug means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. § 802).

Guest means a person temporarily staying in the unit with the consent of a tenant/participant or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of the household means the primary beneficiary of the housing assistance from the Authority.

Household means the family and Authority-approved live-in aide.

Housing Assistance means any form of assistance or subsidy provided by the Housing Authority.

Members of the household shall include anyone else residing in the same residential unit occupied by the head of the household.

Other person under the resident's control means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this Section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Pattern of means more than one (1) incident in a twelve (12) month period of time.

Premises means the building or complex or development in which the dwelling unit is located, including common areas and grounds.

Screening means the Authority applying discretion to consider all available information when making a decision to deny or grant admissions into a Housing Program.

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.

IV. DUE PROCESS RIGHTS

24 CFR 960.204(c); 24 CFR 966.53(c); 24 CFR 982.552(d); 24 CFR 5.851; HUD Due Process Determination for the State of New Jersey (April 16, 1992, Legal Opinion GCH-0054);

Federal law requires that the Authority provide applicants and participants to Authority Programs due process rights including adequate notice of the grounds for adverse action, right to be represented by counsel, opportunity to refute the evidence presented by the Authority, the right to confront and cross-examine witnesses, to present and affirmative legal or equitable defense and to have a decision on the merits.

Applicants

Before the Authority denies admissions to an Authority Programs on the basis of a criminal record, the Authority will notify the household of the proposed action to be based on the information and will provide the subject of the records and the applicant with a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record.

Tenant/Participants

Authority Owned and Managed Properties

HUD has made a determination that the State of New Jersey landlord-tenant process provided the necessary pre-eviction hearing and other basic elements of due process. Therefore, the Authority can exclude from its grievance procedures and cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore it shall be the policy of this Authority to exclude the forgoing from the grievance procedure and apply directly to court for eviction.

Once the Authority has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity on or off the Authority's premises, the Authority shall promptly issue notification to the tenant specifying: (1) that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy; (2) the lease provisions that the tenant has violated; (3) that the Authority is terminating tenancy as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (5) that the termination action is not subject to the grievance procedure; (6) that if the tenant has not vacated the premises by the date specified in the notice, then the Authority will file eviction proceedings in court; and (7) that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination of tenancy or eviction.

Section 8 Housing Choice Voucher, Moderate Rehabilitation, and Section 8 Project-Based Voucher

Once the Authority has determined that there is sufficient documented justification to proceed with termination of participation in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity the Authority shall promptly issue notification to the participant specifying: (1) that the participant is in serious violation of the program obligations and this Policy; (2) the program and Policy provisions that the participant has violated; (3) that the Authority is terminating participation as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (6) the procedures for requesting an informal hearing and (7) and that the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination.

V. CONFIDENTIALITY AND RECORDS MANAGEMENT

The Authority will ensure that any criminal record received by the Authority from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. The Authority will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

VI. SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

24 CFR 5.851&2, 25 CFR 5.901-905; 24 CFR 982.553, 24 CFR 960.204

With the goal of preventing drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or to the right to peaceful enjoyment of the premises by others, the Authority will screen all applicants and members of their household for evidence of criminal activity, alcohol abuse, and drug related activity.¹ The Authority will also screen program participants to ensure compliance with this Policy.

The Authority will obtain the consent of the applicant and adult members of the applicant's household to obtain and review criminal records. The Authority has the authority to obtain criminal records from the National Crime Information Center, police department, probation officer, parole officer and local social service providers, and other law enforcement agencies and sources such as the internet and private data banks related to all person over the age of 16 who wish to receive, whether directly or indirectly, housing assistance. The Authority also has the authority to obtain information from State, Federal or local agency responsible for the collection or maintenance of sex offender registration.

Under Federal law an adult is defined as a person who is 18 years of age or older or has been convicted of a crime as an adult under any Federal or State law although state law may allow review of criminal records of persons under the age of 18 in certain instances. The Authority or landlord may also receive information as to juveniles to the extent that the release of such information is authorized by state or local law. The Authority may rely upon any evidence it deems credible, including but not limited to, newspaper reports, complaints of neighbors and evidence of criminal complaints.

The Authority will question all applicants and adult members of the applicants household as to any criminal, drug related or alcohol related activity on the application for housing assistance and at the time of the eligibility interview. If as a result of the standardized inquire, or the receipt of a verifiable referral, there is an indication that any member of the family is engaged in drug-related criminal activity, alcohol abuse, violent criminal activity or any other criminal activity, the Authority will conduct a further investigation, as indicated above.

¹ In the Veterans Affairs Supportive Housing (VASH) Program, the Authority may only screen for and deny admission to a family member that is subject to a lifetime registration requirement under a state sex offender registration program.

All applicants and members of the applicant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy prior to a determination applicant admissions into an Authority program. All program participants and members of the participant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy at the time of their annual reexamination. This Policy shall be incorporated by reference in all Lease Agreements provided to assisted tenants. The Lease Agreement/Addendum shall state that housing assistance will be terminated and/or the assisted resident will be evicted if this Policy is violated.

A copy of this Policy will be made available for review online at www.hagc.org

Applicants to Authority owned and managed properties shall be subject to additional screening as specified in the ACOP or applicable management agreements and dwelling leases.

VII. APPLICANT DENIAL OF ADMISSION

A. Section 8 Programs –Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher.

24 CFR 982.551-553; 24 CFR 882.413.

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
5. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.

6. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

B. Public Housing & Multi-Family Programs.

24 CFR 960.204, 24 CFR 5.852-857

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.
5. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.
6. The Authority must prohibit admission of an applicant if there is a reasonable cause to

believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or peaceful enjoyment of the premises by other residents.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

VIII. PARTICIPANT TERMINATIONS AND EVICTIONS

A. Section 8 Programs- Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher

24 CFR 982.551, 553; 24 CFR 882.413; 24 CFR part 5, Subpart I & J.

The Authority **must** terminate the assistance of a program participant the in the following circumstances:

1. The Authority will terminate a household if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the assistance and/or seek an eviction of a program participant the in the following circumstances:

1. The Authority may terminate a household if a household member is currently engaged in any illegal use of a drug.
2. The Authority may terminate a household if the Authority has reasonable cause to believe that a household member's patterns of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations to engage in any drug-related criminal activity.

4. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations not to engage in any violent criminal activity.
5. The Authority may terminate a household if the Authority determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or peaceful enjoyment of the premises by other residents.

B. Public Housing and Multi-Family Programs

24 CFR 960.204; 24 CFR 966.4; 24 CFR 5.858-861

The Authority **must** terminate the tenancy in accordance with the provisions of the Lease Agreement under the following circumstances:

1. The Authority will terminate the tenancy if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the tenancy in accordance with the provisions of the Lease Agreement the in the following circumstances:

1. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is a high misdemeanor, or violating a condition of probation or parole imposed under Federal or State law.
2. The Authority may evict the tenant by judicial action for criminal activity if it determines that the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
3. The Authority may evict a family when it determines that a household member is illegally using a drug or when it determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Drug related criminal activity engaged in, on or off the premises, by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the Authority to terminate

tenancy.

5. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including the Authority's management, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
6. If the Authority determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
7. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

IX. CONSIDERATION OF CIRCUMSTANCES

24 CFR 5.852; 24 CFR 982.552(c)(2); 24 CFR 960.205

In cases where the denial or termination of assistance is discretionary and not mandated by statute or regulations, the Authority will consider all relevant circumstances including the seriousness of the case, the extent of the participation by the household member, any mitigating circumstances related to the disability of the household member and the effect of denial or termination would have on the household member not engaged in the activity.

The Authority reserves the right to require the household to exclude the offending member in order to continue to receive housing assistance. The Authority reserves the right to require applicants or participants to execute Continued Housing Assistance Agreements or Continued Occupancy Agreements/Amended Lease. In such cases, the Authority and the applicant or participant may agree that the Authority will continue housing assistance or commence housing assistance payments conditioned upon the removal of the offending family member or guest from the residential unit or agree that the offending family member or guest will be excluded from receiving either direct or indirect assistance from the Authority. Said Agreement must be in writing, signed by the Authority, the head of the household and the offending family member or guest. The agreement shall provide that the offending family member or guest may not visit or stay overnight in the assisted rental unit and may not enter upon the Authority's property or property occupied by the assisted tenant whose residence therein is facilitated by the assistance provided by the Authority. The Continued Occupancy Agreements/Amended Lease shall also acknowledge that, if the offending family member, guest, or other party does enter the leased premises, such party shall be treated as a trespasser and prosecuted to the fullest extent of the law, and that such action shall also be a substantial violation of the lease that may allow an eviction action to be taken against the assisted resident.

In determining whether to deny admission or terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Authority will consider participating in or completion of a supervised drug or alcohol rehabilitation program or proof that the individual has been rehabilitated successfully and is no longer engaging or

engaged in the prohibited conduct. The Authority will require the applicant or participant to submit a written certification of rehabilitation from a social workers, counselor or physician. The Authority may request and obtain information regarding applicants from treatment facilities in accordance with federal regulations.

X. VAWA PROTECTIONS

24 C.F.R. 5.2005(b), 24 C.F.R. 5.2005(e)]

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that “criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant’s family is the victim or threatened victim of that abuse.” VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not supersede any other Federal, State, or local law that provides greater protection to victims of domestic violence, dating violence, or stalking. Moreover, VAWA does not limit the Authority’s duty to honor Court Orders issued to protect a victim or to address the distribution of property when a family breaks up.

Limits on VAWA Protections

While VAWA prohibits the Authority from using domestic violence, dating violence, or stalking as the cause for a termination or eviction action against an applicant or tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically: VAWA does not limit the Authority’s otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that the Authority does not subject the victim to a more demanding standard than other tenants. VAWA does not limit the Authority’s authority to terminate the tenancy of any participant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s tenancy is not terminated.

In determining whether a participant, who is a victim of domestic violence, dating violence, or stalking, is an actual and imminent threat to others the Authority will consider the following, and any other relevant, factors: Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking; Whether the threat is a physical danger beyond a speculative threat; Whether the threat is likely to happen within a short period of time; Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location.

XI. DISABILITIES PROTECTIONS

In considering whether an applicant or participant has violated this Policy, the Authority shall not focus on whether the individual happens to have a disability, but rather the focus shall be on whether the individual's behavior indicates that they are in violation of this Policy. Disabled applicants and participants may request reasonable accommodations if necessary.

DRAFT

HOUSING AUTHORITY OF GLOUCESTER COUNTY

HOMEOWNERSHIP PROGRAMS

ANNUAL PLAN 2021

The Homeownership program is available to Section 8 Housing Choice Voucher Participants that satisfy program requirements and meet eligibility criteria as established by HUD and contained within The Authority's Administrative Plan. HAGC has assisted approximately 45 participants in obtaining homeownership with and without Section 8 Housing Choice Vouchers since 2005. As of June 1, 2020, there are 11 voucher participants in the Section 8 Housing Choice Voucher Homeownership program in various communities throughout Gloucester County. Financial education is used to assist clients in obtaining the goal of becoming a homeowner and productive community member.

The Homeownership program has also assisted many families increase income and confidence needed to become independent of government programs. Working families typically gain independence quickly after becoming a homeowner, and graduate from the Section 8 Program not requiring Housing Assistance payments on their behalf. The homeownership program had 1 successful homeowner for 2020.

HAGC has assisted disabled persons moving into units on the private rental market through the successful operation of the Homeownership Program. HAGC currently has 4 disabled families participating in the homeownership program who are successfully making payments on homes they own within the community. These participants undergo extensive mentoring and monitoring to ensure they are prepared for homeownership through credit counseling and budget management courses. HAGC has been successful in placing 4 disabled families in Affordable Housing units to ensure the mortgages remain very low and affordable to the disabled homeownership clients.

It is consistent with HAGC's goal of increasing affordable housing opportunities to low-income residents of Gloucester County to continue to pursue a successful homeownership program and have yearly closings. At this time HAGC has not applied for any additional homeownership programs.

COVID-19 WAIVERS

On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs as outlined on HUD PIH Notice 2020-05, published on April 10, 2020. Similarly, on April 22, 2020, HAGC Board of Commissioners passed Resolution 2020-33 adopting certain waivers. Please note that the waivers afford HAGC flexibilities when needed to protect employees and the rights of families, facilitate initial lease ups, and keep families housed. Even in light of the available waivers, it is the goal of HAGC to adhere to statutory and regulatory requirements to the best of our abilities.

HAGC has adopted the following waivers regarding the homeownership program:

HQS-11: Homeownership Option – Initial HQS Inspection

Statutory Authority: Section 8(o)(8)(A)(i), Section 8(y)(3)(B) of the USHA of 1937 Regulatory Authority: 24 CFR § 982.631(a). The period of availability ends on July 31, 2020.

The statute provides that HQS re-inspections are not required for 19 homeownership vouchers but does not exempt the unit from the initial HQS inspection. The regulation provides that the PHA may not commence monthly homeownership assistance payments until the PHA has inspected the unit and determined that the unit passes HQS. HUD is waiving this requirement. However, the family is still required to obtain an independent professional inspector in accordance with § 982.631(b)(1) and the PHA is still required to review the independent inspection and has discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report in accordance with § 982.631(b)(4).

HCV-9: Homeownership Option – Homeownership counseling

Statutory Authority: Section 8(y)(1)(D) of the USHA of 1937 Regulatory Authority: 24 CFR §§ 982.630, 982.636(d)

The statute requires that to be eligible for voucher homeownership assistance the family must participate in a homeownership and housing counseling program provided by the agency. The regulations at § 982.630 provide that before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. The regulations at § 982.636(d) provide that if a family determined eligible for homeownership is moving under portability may purchase a unit if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families. However, the family must attend the briefing and counseling sessions required by the receiving PHA. While HUD encourages families to continue to complete briefing and counseling sessions that are operational and can be accomplished in accordance with social distancing directives, HUD is waiving these requirements to allow the PHA to permit the family to purchase the home without fulfilling the normally applicable pre-assistance homeownership counseling requirements. Period of Availability: The period of availability ends on July 31, 2020.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

STATEMENT OF COMMUNITY SERVICE AND SELF-SUFFICIENCY PROGRAMS

ANNUAL PLAN 2021

IMPLEMENTATION OF PUBLIC HOUSING RESIDENT COMMUNITY SERVICE REQUIREMENTS

In accordance with the Quality Housing and Work Responsibility Act, Section 512, The Authority shall require each non-exempt, adult Public Housing resident to a) contribute a minimum of 8 hours of community service per month or b) participate in an economic self-sufficiency program for at least 8 hours per month. This requirement shall be implemented through a lease addendum. Certain individuals, including individuals that are employed and individuals with disabilities, are exempt from this requirement as outlined in 24 CFR 960.601(b).

The Authority shall notify all family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Authority shall verify, annually, as applicable, the exempt status of Public Housing residents. The Authority will accept similar forms of 3rd party verification as used for income determination and admission purposes. Also, Public Housing residents may claim exemption during the year, between annual reexaminations, but only upon written notification to The Authority.

The Authority will refer, those adult Public Housing residents, who do not meet one of the criteria above for exemption, to the Gloucester County Volunteer Center. The Gloucester County Volunteer Center acts as a clearinghouse for residents within Gloucester County to offer their time or services to organizations in need of volunteers. It is the intention of The Authority that residents provide services to their own communities. The term “community” is intended to mean the smallest geographic area in which the Public Housing resident’s dwelling unit is located.

The Authority encourages adult Public Housing residents to utilize the Volunteer Center to fulfill their obligation, as described above. Residents who choose not to utilize the Volunteer Center may fulfill their requirement by other means, but only upon the written approval of The Authority. The Authority will also accept participation in self-sufficiency activities to satisfy part or all of the resident’s Community Service requirement. The Authority shall consider activities that are designed to encourage, train, or facilitate economic independence as valid activities to fulfill the requirement. The Authority will refer interested residents to the Gloucester County Board of Social Services to participate in an economic self-sufficiency activity. In no case will The Authority consider political activity to fulfill the Community Service requirement.

The Authority will monitor the appropriateness of the service and/or participation in an economic self-sufficiency activity and confirm the resident’s participation through a letter of participation on official letterhead, signed by a duly authorized representative of the organization from where the service was performed, which indicates the number of hours fulfilled and a brief description of what was performed. In this manner, the organization is certifying the services that were provided by the adult Public Housing resident.

Letters or other appropriate documentation must be submitted to The Authority no later than 30 days prior to the expiration of the lease term in order to determine if the resident has fulfilled the community service requirement, in accordance with the Quality Housing and Work Responsibility Act, Section 512. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

If it is determined that an adult Public Housing resident is not in compliance with the above requirement, The Authority shall notify the non-compliant resident and the head of household, in writing, of the following: of such noncompliance;

- 1) That the determination is subject to administrative review through The Authority's grievance procedure; and
- 2) That the family's lease will not be renewed unless the noncompliant family members enter into an agreement to cure such noncompliance. The Authority may not renew or extend the family's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the family, unless the noncompliant family members enter into an agreement with The Authority, before the expiration of the lease term, which provides that the residents will cure any noncompliance and lease violations by participating in an economic self-sufficiency program or by contributing to community service as many additional hours as necessary to comply with the lease and the Act.

A Notice to Quit and Demand for Possession will be sent to residents who fail to complete their community service requirement or to enter into an agreement as described in #2 above. If a resident enters into an agreement and does not fulfill the requirements of the agreement within the next lease term, as specified in the agreement, a Notice to Quit and Demand for Possession will be sent at the end of the lease term. The Authority will not enter into a second agreement with residents who failed to comply with the first one. Continued noncompliance with the Community Service requirements will result in eviction of the entire family unless the noncompliant family member is no longer a part of the household (removed from the lease).

PROGRAMS RELATING TO SERVICES AND AMENITIES PROVIDED OR OFFERED TO ASSIST FAMILIES

In properties owned and managed by HAGC, HAGC operates a Congregate Services Program providing meals, laundry and housekeeping services to individuals who are often disabled. This resource provides tenancy support to help encourage persons with disabilities to continue to remain independent. The Congregate Services Program is staffed by a Congregate Coordinator and staff who work closely with disabled residents and facilitates community referrals when needed. Referrals are also made to Adult Protective Services in the event that staff has a reasonable basis to believe that the resident is a vulnerable adult and is at risk for abuse, neglect, or exploitation and who, because of physical or mental illness or disabilities, lack sufficient capacity to make, communicate or carry out decisions concerning their well-being. During the Covid-19 Pandemic, HAGC expanded the Congregate Services program to provide residents with needed meals and shopping services to help reduce exposures for at-risk population.

The Congregate program is supplemented and enhanced by a Memorandum of Understanding with Assisted living Provider, DPSP, who provides on-site services to individuals who are often times disabled. HAGC has partnered with DPSP since 2013. DPSP is a licensed Assisted Living Program which individually tailors

services including nursing care, assistance with personal care, assistance with accessing transportation, and other supportive services to help residents age in place rather than being displaced to a nursing home or other institutional facility.

HAGC also operates a Resident Opportunities and Self-Sufficiency (ROSS) which focuses on the goal of providing supportive services to enable disabled and elderly residents to remain living independent and age in place rather than require institutionalized placement. The ROSS program provides case management services to promote financial literacy, food and nutrition services, referral of health care services, mental health services and wellness programs. The ROSS program also has the objective of promoting job training and mentoring programs for disabled and elderly persons through employment and career counseling and economic self-sufficiency training. The successful operation of the ROSS program depends largely on the partnering with community-based organizations such as the Gloucester County Department of Health. In 2018, 62 households were under Contracts of Participation with the ROSS program and 14 partners were providing services. Partnerships include; The Deptford Center which provides motor skills assessment; Elmwood Hills which provides self-sufficiency resources; Gloucester County Active Aging which provides fitness education; Gloucester County Health & Human Services which provides nutrition education; Gloucester County Addiction Services and Atlantic Prevention Resources which provide substance abuse prevention, intervention and recovery resources; Gloucester County Consumer Affairs, Lincoln Heritage and North American Benefits which provide financial literacy education; Gloucester County Division of Senior Services which provides resources and assistance to seniors with activities of daily living; Adult Protective Services which provides assistance and protection to vulnerable adults who are subjected to abuse, neglect and/or exploitation, South Jersey Legal Services which provides education and assistance to seniors in preparation of POAs, Living Wills and NJ SNAP which provides nutritional education.

IMPLEMENTATION OF FAMILY SELF SUFFICIENCY PROGRAM

The Authority administers a Family Self Sufficiency (FSS) Program in accordance with Federal Regulations promulgated by the Department of Housing and Urban Development (HUD). The objective of the FSS Program is to reduce the dependency of low-income families on Temporary Assistance for Needy Families (TANF) and on housing assistance. Participants of this program are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

All families selected to participate in the FSS Program must be eligible for rental assistance in accordance with HUD regulations and the Section 8 Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy, as applicable. Such families must be currently receiving Section 8 Voucher rental assistance or be a resident of Public Housing owned and operated by HAGC. For the eligible families in the Public Housing Program, the FSS Coordinator contacts each newly leased tenant, by telephone, offering them the opportunity to meet with her to explain the program and obtain an application. Additionally, each new tenant receives an FSS flyer and an application, which are included in the lease packet. The flyer explains the program and contains the name and telephone number of the FSS Coordinator. Lastly, based on the program availability, the FSS Coordinator mails materials explaining the FSS Program to Public Housing residents. Upon enrollment into the FSS Program, the FSS Coordinator interviews each family to determine their needs. At this time, the FSS Coordinator and the family complete the Individual Training and Services Plan (ITSP) which designates the needs, interim goals, and final goals of the family. The family will designate the Head of the Household for FSS purposes and will sign a Contract of Participation, which includes the ITSP, with The Authority. The Authority may elect to provide

supportive services to other members of the FSS family, contingent upon the availability of services and The Authority's resources. Only the Head of Household *need* successfully complete his or her Contract of Participation *in order to graduate*.

It will be the responsibility of the FSS Coordinator to develop each family's Individual Training and Services Plan/Contract of Participation, to monitor each family's progress through the program, and to attempt to ensure successful completion of each family's plan.

There are currently 46 FSS participants, which included 42 Section 8 participants, and 4 Public Housing participants. 29 Families are earning escrow as of June 1, 2020 (27 Section 8 Participants and 2 Public Housing Participants) . The HAGC has 64 % of Section 8 participants with escrow accounts. SEMAP only requires 30% to receive the maximum numbers of points on their rating program.

COVID-19 WAIVERS

On March 27, 2020, President Trump signed the CARES Act into law, providing HUD with broad authority, in the context of the current public health emergency, to waive statutes and regulations (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment) for the Public Housing and HCV programs as outlined on HUD PIH Notice 2020-05, published on April 10, 2020. On April 22, 2020, HAGC Board of Commissioners passed Resolution 2020-33 adopting certain waivers. Please note that the waivers afford HAGC flexibilities when needed to protect employees and the rights of families, facilitate initial lease ups, and keep families housed. Even in light of the available waivers, it is the goal of HAGC to adhere to statutory and regulatory requirements to the best of our abilities.

Community Service

Statutory Authority: Section 12(c)

Regulatory Authority: § 960.603(a) and 960.603(b)

Temporarily suspend community service requirements for public housing participants who are obligated to comply with community service. Available until March 31, 2021.

FSS

Public Housing & HCV

Regulatory Authority: § 984.303(d)

Provides for extensions to FSS contract of participation due to covid-19.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

STATEMENT REGARDING SAFETY & CRIME PREVENTION IN THE PUBLIC HOUSING PROGRAM

ANNUAL PLAN 2021

For **Project 204-1**, there is very little drug related and/or violent criminal activity due to the nature of the Project (meaning that homes are scattered throughout several communities). The Authority's homes are provided the same level of public security and protection as the surrounding neighborhoods and the communities at large. In the event HAGC suspects criminal activity of a participant residing in a 204-1 home, HAGC will employ a variety of techniques including additional surveillance, home visits and inspections, and collaboration with local law enforcement.

For **Projects 204-3 and 204-4**, there is little drug related and/or violent criminal activity. In addition to the public security and protection that is provided to the community at large, The Authority also provides a Superintendent and Maintenance Staff to monitor the entrances to the buildings during business hours; an unarmed and uniformed Security Guard is on duty from the hours of 5:00 pm to 8:00 am, when the Superintendent and Maintenance Staff are not on duty. Additionally, each building is equipped with a security entry system and surveillance systems throughout the building. All persons entering the building must utilize a key fob or be let in by a resident. All visitors are also required to sign a visitor's log book, upon entering and departing the building.

The Authority maintains basic records documenting the nature and extent of security and crime problems that occur within all three of the Public Housing Projects through "Incident Reports". These reports are made a part of the residents' files as appropriate. Internal investigations, including review of surveillance footage and witness interviews are conducted. Incidents occurring in public spaces and common areas or those impacting the safety, health or welfare of the community are reported to the appropriate Police Department for their action, where necessary. In such an event, HAGC cooperates with the investigation conducted by law enforcement including but not limited to supplying surveillance videos and interviews. These "Incident Reports" are always reviewed by the Executive Director, or her designee, and the Affordable Housing Operations Director. HAGC follows up by performing necessary Lease Violation Enforcement or required referrals.

Further, all Public Housing applicants and residents are subject to the "One Strike and You're Out Policy" which prohibits violent criminal activity and, criminal activity that poses a threat to the life, health, safety or peaceful enjoyment of the residents and neighbors, and drug-related criminal activity. All applicants are subject to criminal background checks to ensure program eligibility which includes checks regarding status as a life time registered sex offender. Suitability screening applied to a program applicant further evaluates the applicant's ability and willingness to comply with the Lease based on past conduct. Public Housing Leases contain requirements that tenants do not disturb the peaceful enjoyment of others or engage in criminal, alcohol or drug related activity. The Authority pursues the eviction and/or termination of participants not in compliance with this policy.

The Authority complies with the requirements of the Violence Against Women Reauthorization Act and has implemented a revised Violence Against Women Act Policy and Emergency Transfer Plan. Notice of Occupancy Rights under VAWA is provided in accordance with the requirements of 24 CFR Part 5, subpart L. The Authority encourages victims of violence to obtain victims protection services and counseling

through social services and the court system. The Authority has adopted an Emergency Transfer Plan which shall be utilized to relocate program participants claiming to be entitled to protection under VAWA. HAGC has also allocated up to 104 Section 8 Housing Choice Vouchers for victims of domestic violence. These vouchers are available to clients referred by various social service agencies who certify the client as a victim of domestic violence. The Authority has inter-local service agreements with agencies that provide counseling, transitional housing, and other services to domestic violence victims.

DRAFT

HOUSING AUTHORITY OF GLOUCESTER COUNTY

STATEMENT REGARDING VAWA GOALS

ANNUAL PLAN 2021

With respect to the Violence Against Women Reauthorization Act, it is the Housing Authority of Gloucester County's Goal to implement the following policy to ensure compliance with *24 CFR Part 5, subpart L*.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability:

This Violence Against Women Act Policy implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with *24 CFR Part 5, Subpart L*, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of *24 CFR parts 200, 247, 880, 882, 883, 884, 886 and 891*, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices

II. Goals and Objectives:

This policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing The Authority's properties and programs, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by The Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- D. Cooperating, with others, information and maintenance of collaborative arrangements between The Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by The Authority; and
- E. Responding in accordance with The Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by The Authority.

III. **Definitions:**

The Authority shall implement all definitions as established in *24 CFR 5.2003*

IV. **Admissions and Screening**

Non-Denial of Assistance. The Authority will not deny admission of an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is other qualified for admissions. Further, The Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with The Authority solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

V. **Termination of Tenancy or Assistance**

A. VAWA Protections. Under VAWA, specific protections which will be observed by the Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, The Authority shall not apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.

- ii. Nothing contained in this paragraph shall be construed to limit The Authority's ability to evict or terminate from assistance any tenant or lawful applicant if The Authority as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, The Authority must have objective evidence of words, gestures, action or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by The Authority only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

B. Removal of Perpetrator. Further, notwithstanding the above or Federal, State or local law to the contrary, The Authority, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by The Authority. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance

VI. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by The Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. By completing a HUD-approved form;
2. Other documentation - by providing to The Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury;
3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating

violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

The Authority may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct result of the applicant or tenant being or having been a victim.

B. Time allowed to provide verification / failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by The Authority to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. The Authority may grant an extension during which no adverse action can be taken. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Acceptance of Verbal Statement. The Authority may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or his/her designee and generally in such cases where The Authority is otherwise aware of the abused and encouraged the victim to request VAWA protections. Any such waiver must be in writing. A Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, a waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and if the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to the Authority. When eviction or terminating one household member, The Authority shall follow family break up policies and the *Authority's Grievance Procedures Policy*.

VII. Confidentiality

A. Right of Confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to The Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in eviction proceeding or in connection with termination of assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. The Authority shall provide notice of Occupancy Rights (HUD 5380) and the Certification of Domestic Violence Form (HUD 5382) at the following times: To applicants with denial of assistance; At move in; With notice of eviction or termination of assistance; To each household during the annual recertification; any other time when HUD-5382 is supplied.

VIII. Court Orders/Family Break-up

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

X. Relationships with Service Providers

It is the policy of The Authority to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the Authority staff becomes aware that an individual assisted by The Authority is a victim of domestic violence, dating violence or stalking, The Authority will refer the victim to such providers of shelter or services as appropriate.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ The Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of The Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether The Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Housing and Urban Development (HUD), the Federal agency that oversees that Authority's federally assisted housing programs are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at *24 CFR part 5, subpart L* is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Priority for Tenants/Applicants who Qualify for Internal and External Transfers

The Authority does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify The Authority's management office and submit a written request for a transfer within The Authority. The Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The Authority shall retain records of all emergency transfer requests and their outcomes for three years or for a period of time as specified in the program regulations.

Confidentiality

The Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives The Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Information shall not be entered into shared databases. *See the Notice of Occupancy Rights under the*

Violence Against Women Act For All Tenants for more information about The Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. The Authority will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, The Authority has no safe and available units for which a tenant who needs an emergency transfer is eligible, The Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an "External Emergency Transfer", meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant's request, The Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
www.centerffs.org
serv@centerffs.org
1-866-295-SERV (7378)
PO Box 566
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**
www.nj.gov/dcf/women/domestic
1-855-INFO-DCF (463-6323)
PO Box 729
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**
1-856-379-2200
101 S 5th Street, 2nd Floor
Camden, NJ 08103
- **New Jersey Domestic Violence Hotline**
1-800-572-SAFE (7233)



PET POLICY

HOUSING AUTHORITY OF GLOUCESTER COUNTY

COLONIAL PARK APARTMENTS
DEPTFORD PARK APARTMENTS
CARINO PARK APARTMENTS
NANCY J. ELKIS SENIORS HOUSING
SHEPHERD'S FARM SENIOR HOUSING
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS

I. Preamble

This Pet Policy (“Policy”) provides the Housing Authority of Gloucester County’s (“The Authority”) rules and conditions under which a pet may be kept in properties owned or managed by the Authority. The primary purpose of these rules is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, Authority employees, and the public, and to preserve the physical condition of the Authority’s property.

This Policy is established in accordance with the following Federal Regulations:

24 CFR 960, Subpart G
24 CFR Part 5, Subpart C

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of this Policy, the Lease, and applicable regulations and State or local law.

II. Definition of Pet

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability under the Fair Housing Act, OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person’s disability. Pursuant to the requirements of the Fair Housing Act, Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides, and the need of the person is necessary. Animals that are required as a reasonable accommodation to assist, support, or provide service to persons with disabilities are not defined as pets.

III. Definition of “Elderly or Disabled family” and “Project for the Elderly or Persons with Disabilities”

For purposes of implementing this Pet Policy, the Authority shall apply the definitions of ‘elderly or disabled family’ and “Project for the Elderly or persons with disabilities” as contained within 24 CFR 5.306, Definitions.

IV. Pet Permit Application

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.

- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for 12 consecutive months.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

V. **Conditions for Issuance of a Pet Permit**

For dogs and cats only:

- A. With the exception of the elderly and disabled as defined in 24 CFR 5.306, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.
- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities
- F. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Pet Management
 - a. For single-family dwelling units (Project 204-1) the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

VI. **Pet Management Plan**

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 24 hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All cost associated with the treatment of fleas and/or ticks shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:
 - 1. Placing cat litter waste into bag and into trash chute or outside trash can.
 - 2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.

3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with New Jersey state and local law.
5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
7. Tenant agrees to keep property free of dog/cat waste.
8. Tenant agrees to provide for the adequate care, nutrition, exercise and medical attention for their pets.
9. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on Authority property and left unattended for any amount of time,
10. Bird cages are not permitted to be attached to ceilings.

VII. Pet Control

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

IX. Inspection of Dwelling Unit

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during Authority business hours on thirty (30) minute notice.

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

X. Petition of Removal

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

XI. Revocation of Pet Permit

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

1. Upon death of pet;
2. Upon permanent removal of pet from the dwelling unit/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.
4. Upon showing of good cause for revocation, as defined below.

B. Upon determination by management of the Authority, that the following conditions may be considered good cause for revocation:

1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
5. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
6. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
7. Upon expiration of municipal animal license, unless renewed.
8. Upon expiration of inoculation unless current inoculation status is recertified.
9. Upon determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.
10. Upon determination by the Authority that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded a fair hearing with the Executive Director or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

XIV. Death of Pet

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet. Tenant shall notify the Authority of any pet death within 10 calendar days.

XIV. Pet Temporarily on Premises

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

XIV. Absence of Tenant

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant.

XIV. Emergencies

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.

XV. Amendments

The Authority reserves the right to amend the Pet Policy.

PET PERMIT APPLICATION

Project Name _____ Date _____

Tenant Name _____ Apt # _____

Type of permit requested: Bird _____ Fish _____ Cat _____ Dog _____

Weight of the Cat/Dog _____

Breed of the Pet _____

Size of Fish Tank _____

IF CAT: Declawed _____ Not Declawed _____

Date pet is expected to be brought to the apartment _____

Pet Security Deposit is required as follows. Payment must be made in accordance with the Pet Policy.

204-1 Family Dwelling Units = \$300

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of the Pet Policy. Applicant agrees to attach a photograph of the pet to this application.

By: _____
Tenant

DO NOT WRITE BELOW THIS LINE

Date application received: _____ By: _____

Policy explained to tenant by: _____

Amount of Pet Security Deposit: _____

Apartment inspected for housekeeping Yes _____ No _____

Approved by: _____

Rejected by: _____

Reason for rejection: _____

Date Permit issued: _____ Permit# _____

LEASE ADDENDUM

TENANT _____ PROJECT _____ PET PERMIT # _____

1. _____ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and _____ referred to as the tenant. The landlord leases to the tenant unit number _____ located at _____.

2. _____ Length of Time (Term):

The term of this permit shall begin on _____ and end in accordance with the provisions of the Pet Policy.

3. _____ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

4. _____ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ _____ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1st of each month, until the total pet security deposit amount is equal to \$100 or \$300. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Fulton Bank of New Jersey, in Account # _____, which shall be an interest bearing account.

5. _____ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit. (This requirement is not applicable to "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities")

6. _____ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. _____ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing m the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.

8. ____ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with State and Local law.
9. ____ Tenant hereby certifies and agrees to the general terms and conditions of the management and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. ____ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. ____ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. ____ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. ____ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. ____ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. ____ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. ____ Tenant agrees to make the apartment available for inspection, during Authority business hours, upon thirty (30) minute notice.
17. ____ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.
18. ____ Tenant agrees to dispose of pet waste and "kitty litter" by placing in bags and putting bag in trash chute or exterior trash bin daily.
19. ____ For single-family dwelling units, the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

20. ____ Description of Pet: _____

LEASE ADDENDUM

As a condition of application for a Pet Permit issued on _____

I, _____, understand and agree to the Terms and
Conditions of the Pet Policy.

Landlord – Sign and Date _____

Tenant – Sign and Date _____

DRAFT

Pet Emergency Care Plan:

Project Name _____ Date _____

Tenant Name _____ Apt # _____

Type of Animal: Bird _____ Fish _____ Cat _____ Dog _____

IF CAT: _____ Declawed _____ Not Declawed _____

Weight of the Cat/Dog _____

Breed of the Pet _____

Size of Fish Tank _____

RESPONSIBLE PERSON 1

Name _____

Address _____

Telephone Number _____

Email Address _____

Relationship: _____

RESPONSIBLE PERSON 2

Name _____

Address _____

Telephone Number _____

Email Address _____

Relationship: _____

I _____ certify that the above named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for the pet. I agree that if the above named individuals are unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible parties, the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to me.

By: _____

Tenant

DRAFT

DRAFT

I. Animals as Reasonable Accommodations Under the Fair Housing Act

Under the Americans with Disabilities Act, a “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual or other mental disability. Other species of animal, whether wild or domestic, trained or untrained are not service animals for the purpose of this definition. The work or tasks performed by a service animal must be directly related to the individual’s disability.

The Authority will ask the following questions to help determine if an animal is a service animal under the ADA:

1. Is the animal a dog?
 - a. If no, the animal is not a service animal. The authority will make an inquiry into whether the animal is an assistance animal for which a reasonable accommodation is needed.
 - b. If yes, HAGC will determine if it is readily apparent that the dog is trained to do work or perform the task for the benefit of an individual with a disability
2. It is readily apparent when the dog is observed doing the following:
 - a. Guiding an individual who is blind or has low vision
 - b. Pulling a wheelchair
 - c. Providing assistance with stability or balance to an individual with an observable mobility disability
3. If readily apparent, no additional inquiries are necessary and the animal is considered a service animal.
4. If not readily apparent, then the Authority will inquire
 - a. If the animal is required because of a disability and
 - b. What work or task has the animal been trained to perform
 - i. The Authority will not ask about the nature or extent of the persons disability
5. If the animal is required because of a disability and a work or task is identified in response to the above inquiry, the animal qualifies as a service dog, and if otherwise reasonable, will be granted as a reasonable accommodation.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

ASSET MANAGEMENT

ANNUAL PLAN 2021

The Housing Authority of Gloucester County (HAGC) has established 3 AMPs and a central office cost center. Each are accounted for and managed separately in accordance with the Asset Management regulations.

Two of the AMPs, Deptford Park Apartments and Carino Park Apartments, are 100-unit, high-rise apartment complexes for the elderly and near elderly disabled families. On May 10, 2019 HUD approved HAGC's Significant Amendment for the RAD Program to convert these AMPs from Public Housing under the Rental Assistance Demonstration (RAD) Program to Project-Based Vouchers (PBV). HAGC submitted this application to HUD on August 22, 2018, was approved on December 11, 2018 and accepted the Commitment to Enter into Housing Assistance Payments Contract on January 3, 2019. HAGC works to implement the conversion in accordance with HUD regulations and applicable notices including PIH 2012-3, Rev-3 and any subsequent notices. HAGC has proceeded with resident meetings to provide information to residents regarding rights, obligations and expected changes resulting from the anticipated conversion. In conjunction with the RAD Program conversion of Carino Park Apartments and Deptford Park Apartments, 5% of the Units (10) total, (5) at each project site, to be removed through a Section 18 De Minimis reduction of units. The 10 units will be removed from the U.S. Department of Housing and Urban Development's Public Housing Program and will be replaced using PBV from the HAGC Housing Choice Voucher Program. The reduction is needed to secure sufficient income to meet operating and Capital improvement expenses. For the entire RAD conversion, no residents will be displaced as a result as every unit will be replaced with a RAD voucher or an ordinary PBV. As such, this amendment does not impact the rights of any current household.

The additional AMP is 62 scattered sites, single family homes. HAGC intends to submit an Application to HUD in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 for the disposition of this AMP on the basis that it is in the best interest of the residents and HAGC and consistent with the goals of HAGC to do so. Specifically, the units are scattered site units with large distances between the units, lack of uniformity of systems, and are unsustainable to operate and maintain. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing. HAGC has held two residence notice meetings to inform the current residents of the plan for an disposition application and to connect residents with resources for homeownership options within the county.

HAGC has requested the County's Consultant, prepare the Part 50 ERR which is a required component of the disposition application. The County is the Responsible Entity and must sign off on the ERR. Further, HAGC has conducted meetings with the NJ204-1 Scattered Site residents on 2/6/20 and 2/10/20 to inform the residents of HAGC's intent to dissolve the program. It was explained why HAGC will be applying to HUD to dissolve the program, how the residents will be

assisted with Tenant Protection Vouchers provided they remain in good standing, other options such as homeownership and a timeline as this may take 18-24 months to complete.

The philosophy of the Housing Authority of Gloucester County since its inception has been to concentrate the elderly families in high rise buildings and scatter the non-elderly families. Therefore, the elderly families can readily receive services available to them from The Authority and other sources. By not concentrating the low-income, non-elderly families, one prevents the development of projects. HAGC will continue to adhere to this philosophy by serving the families through the Housing Choice Voucher Program. Families are better served through the Housing Choice Voucher Program as they can select a unit on the private market that meets the families' unique needs for employment, education, and community resources.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

DEFINITION OF SIGNIFICANT AMENDMENT/ MODIFICATION

ANNUAL PLAN 2021

Significant amendments and substantial deviations/modifications from the 5 Year Plan and Annual Plan shall be defined as discretionary changes in the plans or Authority policies that fundamentally change the mission, goals, objectives, or plans of The Authority and which require formal approval of the Board of Commissioners.

The following shall not be deemed a substantial deviation from the PHA Plan: the decision to convert to either Project Based Rental Assistance or Project Based voucher Assistance; Changes to the Capital Fund Budget provided as a result of each RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds; Changes to the construction and rehabilitation plan for each approved RAD conversion; and Changes to the financing structure for each approved RAD conversion.

HOUSING AUTHORITY OF GLOUCESTER COUNTY
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2019

Section 2- Schedule of Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with Government Auditing Standards and with audit requirements as prescribed by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey.

No Current Year Findings

Section 3- Schedule of Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs, related to the audit of major Federal programs, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

No Current Year Findings



THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

HOUSING AUTHORITY OF GLOUCESTER COUNTY

FIVE-YEAR GOALS

STATEMENT OF PROGRESS AS OF JULY 2020

Goal One: Preserve the economic vitality of HAGC.

Objectives:

1. Preserve the Housing Authority's Public Housing units located at Deptford Park Apartments and Carino Park Apartments through successful completion of the conversion from designation as Public Housing Units to Project-Based Vouchers through the Rental Assistance Demonstration Program. On May 10, 2019 HUD approved HAGC's Significant Amendment for the RAD Program to convert these AMPs from Public Housing under the Rental Assistance Demonstration (RAD) Program to Project-Based Vouchers (PBV). HAGC submitted this application to HUD on August 22, 2018, was approved on December 11, 2018 and accepted the Commitment to Enter into Housing Assistance Payments Contract on January 3, 2019. HAGC works to implement the conversion in accordance with HUD regulations and applicable notices including PIH 2012-3, Rev-3 and any subsequent notices.

Progress:

In partnership with a consultant, HAGC works to implement the conversion in accordance with HUD regulations and applicable notices including PIH 2012-3, Rev-3 and any subsequent notices. HAGC has proceeded with resident meetings to provide information to residents regarding rights, obligations and expected changes resulting from the anticipated conversion. In conjunction with the RAD Program conversion of Carino Park Apartments and Deptford Park Apartments, 5% of the Units (10) total, (5) at each project site, are to be removed through a Section 18 De Minimis reduction of units. The 10 units will be removed from the U.S. Department of Housing and Urban Development's Public Housing Program and will be replaced using PBV from the HAGC Housing Choice Voucher Program. The reduction is needed to secure sufficient income to meet operating

and Capital improvement expenses. For the entire RAD conversion, no residents will be displaced as a result as every unit will be replaced with a RAD voucher or an ordinary PBV. As such, this amendment will not impact the rights of any current household.

While the units continue to remain Public Housing, HAGC has provided quality operational and maintenance activities as cost effectively as possible. Personnel are on call 24hrs a day and seven days a week to respond to emergency situations in a timely matter. HAGC strives to meet the increasing demands of the aging infrastructure, higher material and labor costs, within the financial constraints approved for operations. Regular maintenance duties including but not limited to janitorial, electrical, plumbing and painting repairs. Daily routine maintenance, including cleaning of floors, halls and walls, and public bathrooms are performed. HAGC has continued to perform emergency maintenance during the coronavirus pandemic. Emergencies are abated within 24 hours.

2. Successful completion of the disposition of 62 scattered site public housing single family homes in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 on the basis that it is in the best interest of the residents and HAGC and consistent with the goals of HAGC to do so. Specifically, the units are scattered site units with large distances between the units, lack uniformity of systems, and are unsustainable to operate and maintain. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing to ensure protections for residents.

Progress:

In partnership with a Consultant, HAGC continues to evaluate the requirements of the application for disposition in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04.

HAGC has requested the County's Consultant, prepare the Part 50 ERR which is a required component of the disposition application. The County is the Responsible Entity and must sign off on the ERR. Further, HAGC has conducted meetings with the NJ204-1 Scattered Site residents on 2/6/20 and 2/10/20 to inform the residents of HAGC's intent to dissolve the program. It was explained why HAGC will be applying to HUD to dissolve the program, how the residents will be assisted with Tenant Protection Vouchers provided they remain in good standing, other options such as homeownership and a timeline as this may take

18-24 months to complete.

In the interim, HAGC continued to operate the Public Housing units in a decent, safe and sanitary manner. HAGC continues to operate the uniform Work Order system to receive tenant complaints regarding unit conditions, track preventive maintenance performed and ensure tenant units meet the inspection protocol requirements. During the coronavirus pandemic, HAGC continued to perform work orders and outdoor maintenance which could be performed in accordance with local health department and CDC guidance.

Goal Two: Manage the Housing Authority's Section 8 Existing Housing Program in an efficient and effective manner.

Objectives:

1. HUD shall continue to recognize the Housing Authority as at least a standard performer in accordance with the current Section Eight Management Assessment Program regulations. HAGC shall strive to comply with all the following:
 - Proper selection of applicants from the housing choice voucher waiting list
 - Sound determination of reasonable rent for each unit leased
 - Establishment of payment standards within the required range of the HUD fair market rent
 - Accurate verification of family income
 - Timely annual reexaminations of family income
 - Correct calculation of the tenant share of the rent and the housing assistance payment
 - Maintenance of a current schedule of allowances for tenant utility costs
 - Ensure units comply with the housing quality standards before families enter into leases and PHAs enter into housing assistance contracts
 - Timely annual housing quality inspections
 - Performing of quality control inspections to ensure housing quality
 - Ensure that landlords and tenants promptly correct housing quality deficiencies
 - Ensure that all available housing choice vouchers are used
 - Expand housing choice outside areas of poverty or minority

concentration

- Enroll families in the family self-sufficiency (FSS) program as required and help FSS families achieve increases in employment income

Progress:

HAGC was designated as a High Performer for FYE 12/13/19 and therefore achieved this objective. HAGC places a strong priority on compliance with Federal Regulations governing the Housing Choice Voucher Program and continued to engage in review of HUD publications to access required changes and/or develop program efficiencies to best serve the Section 8 participants and community of Gloucester County.

2. The Housing Authority shall obtain a utilization rate of 95% or higher in its tenant-based program.

Progress:

HAGC continues to prioritize voucher utilization and lease up. On average for 2020, HAGC had a Housing Assistance Payments utilization rate of 97% and voucher utilization rate of 86.6%. In order to increase utilization, HAGC has approved overtime for the Intake staff. HAGC staff worked diligently to verify eligible applicants and provide housing search assistance to voucher holders. The Tenant Briefing Program is held bi-weekly to expedite leasing. During the Covid-19 pandemic, HAGC has offered the tenant briefing program via webcast to continue to facilitate leasing. Despite these efforts, eligible applicants often have a difficult time locating affordable housing and obtaining a security deposit. HAGC has continued to remain operational during the coronavirus pandemic and has continued to issue vouchers for new enrollment in the Section 8 Housing Choice Voucher Program. In accordance with CDC, State and Local Health Department guidance tenant briefing classes have been held virtually to ensure transition of the required information and to comply with federal regulations. HAGC has extended voucher search time to those whose housing search has been impacted by the pandemic to avoid voucher expirations. HAGC has provided voucher holders with access to local resources to provide financial assistance during the pandemic as well.

3. The wait list for the Section 8 Housing Choice Voucher Program shall remain closed and only opened as determined necessary by the Executive Director on an ongoing basis. Based on the need to serve low-income families within Gloucester County, the waiting list will be opened from 8/5/19 to 8/10/19. The waiting list will be administered based on time and date of application with a preference for applicants living or working, or who have been hired to work, within Gloucester County and for applicants meeting the definition of eligibility for the mainstream voucher preference.

Progress:

HAGC continues to monitor the waiting list to ensure accurate applicant selection and sufficient applicant pool. HAGC has made significant progress on entering into the electronic data base nearly all applicants for housing assistance submitted during the waiting list opening in 2019. HAGC continues to implement the waiting list with a local preference and a preference for those meeting the eligibility requirement for a mainstream voucher (disabled adults). The waiting lists remain closed with the exception of the Section 8 Veterans only waiting list which remains open for veterans with a DD214 and a discharge other than dishonorable.

4. The Housing Authority shall maintain the system to monitor concentration of units, and consider actions, such as increases in the payment standard in accordance with funding availability, needed to provide housing opportunities outside areas of low-income concentration. The Authority shall properly implement the Small Area Fair Market Rent rule and review the impact of the adopted payment standards on areas of low-income concentration. HAGC shall continue to successfully operate the HOME Funds Program for the County of Gloucester. The Gloucester County Board of Social Services refers families in danger of becoming homeless to the Authority.

Progress:

HAGC reviewed HUD's FY 2020 Small Area Fair Market Rents and compared the rents to leasing success, HAP fund allocations, voucher utilization rates, and gross rents for units under lease to establish the FY 2020 Payment Standards. The ultimate goal of the SAFMRs is to reduce areas of low-income concentrate and increase housing opportunities in areas of high opportunity, previously outside the metropolitan FMR. HAGC maintains a system for tracking all HOME FUND referrals and continues to assist families under the HOME Funds programs with success.

Goal Three: Increase the number of affordable housing opportunities available to low-income residents of Gloucester County.

Objectives:

1. The Authority shall have ten Section 8 HCV Homeownership closings by 2024. Through the successful operation of the Homeownership Program, HAGC shall continue to prepare families for homeownership and economic independence.

Progress:

As of July 1, 2020, there are 11 voucher participants in the Section 8 Housing Choice Voucher Homeownership program in various communities throughout Gloucester County. HAGC is conducting intakes for new participants. Financial education is used to assist clients in obtaining the goal of becoming a homeowner and productive community member. HAGC works closely with the approved individuals to facilitate the process of closing and finalizing homeownership and had 1 participant successfully complete ownership in 2020 as of July 1, 2020. HAGC has observed an improvement in the homeownership program from the prior year.

2. The Authority shall pursue other development opportunities. On July 24, 2019 the HAGC Board of Commissioners passed a Resolution authorizing HAGC to execute an Agreement to Enter into a Housing Assistance Payments Contract for Housing Choice Voucher-Project Based Assistance with both: Woodbury Heights Family Housing and West Deptford Apartments Project; awarding 8 PBVs to Woodbury Heights Family Housing and 21 PBVs to West Deptford Apartments Project, subject to negotiating the business terms with each owner and subject to the approval of the business terms by HAGC Counsel.

Progress:

Throughout FY 2019 and FY 2020 HAGC continued to focus on the expansion of quality affordable housing available for veterans and passed a resolution authorizing HAGC to execute a Housing Assistance Payments Contract to offer project-based vouchers for veterans. It is HAGC's hope that LIHTC tax credits will be awarded in 2020. HAGC is also focused on the expansion of housing opportunities for individuals with special needs and has, HAGC is partnering with Rowan College of South Jersey, Deptford Township and Gloucester County in the development of a new special needs housing project. HAGC administers

19 Project Based Vouchers at Camp Salute in Clayton New Jersey.

3. The Authority shall continue to implement a housing program benefiting families in danger of becoming homeless. HAGC shall continue to successfully operate the HUD-VASH program in partnership with the Philadelphia VA to provide housing assistance to homeless veterans referred by the VA.

Progress:

The Authority is administering HOME funds for the County of Gloucester. The Gloucester County Board of Social Services refers families in danger of becoming homeless to the Authority. These families are unable to obtain services from other organizations throughout the County. Currently 2 families are on the wait list for HOME funds and 8 families are under contract and receiving assistance. The Authority also maintains Targeted Section 8 Housing Choice Vouchers for eligible applicants who are homeless or imminently homeless. HAGC also is administering 24 Veterans Affairs Supportive Housing Choice Vouchers (HUD-VASH) for homeless Veterans in partnership with the Philadelphia VA. A total of 33 families have been housed under the HUD-VASH program. HAGC was also awarded funding through the 2018 Mainstream Voucher Program for additional Housing Choice Vouchers for non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. As a result of increased funding from the CARES Act, HAGC was awarded additional Housing Assistance Payment funding from HUD to support additional Mainstream Vouchers to be leased effective October 2020. HAGC administers 19 Project Based Vouchers at Camp Salute in Clayton New Jersey which maintain a high rate of utilization. At Camp Salute, veterans have access to onsite supportive services through People for People.

Goal Four: Enhance the quality of life for residents of housing assisted by the Housing Authority.

Objectives:

1. Maintain a system for regular communication between Commissioners, residents and staff. HAGC shall continue to comply with all requirements of the Open Public Meeting requirements, respond timely to communications from residents and facilitate the Resident Advisory Board meetings.

Progress:

Open and regular communication exists between Commissioners, residents and staff facilitated by the Resident Relations Committee, Resident Advisory Board, resident meetings and the Resident Relations Coordinator. HAGC has provided several written notices and newsletters to residents during the coronavirus pandemic to connect residents with resources and support services. HAGC has maintained and updated HAGC's website with Board of Commissioner meeting agenda, minutes and resolutions; and current policies governing the administration of the Programs and providing an opportunity to apply for program assistance online. HAGC has timely addressed resident questions and or complaints submitted to HAGC staff and management.

2. Maintain a cooperative relationship with an organization in the County providing self-sufficiency services to Housing Authority assisted families. HAGC shall evaluate and maintain partnership with third party agencies which offer benefits to residents.

Progress:

Through the use of Targeted Vouchers including, homeless families with referrals from VOA shelter, Services Empowering Rights of Victims (SERV), Center for Family Services Mother/Child Residential Program and New Point Behavioral Health (NPBH), Displaced by Community Redevelopment and Veterans. Presently the targeted vouchers are underutilized. However, HAGC has contacted all applicants for targeted waiting lists to begin the process of eligibility determinations. HAGC entered into Letters of Intent with Gloucester County Department of Social Services, Division of Human & Disability Services and the Arc of Gloucester County to lease the vouchers and fulfill the needs of the Mainstream Voucher participants in program participation and long-term success.

3. Promote independence and aging in place for elderly and disabled Public Housing residents through the operation of the Resident Opportunity for Self-Sufficiency Program, Congregate Program and relationships with third-party service providers.

Progress:

HAGC operates a Resident Opportunities and Self-Sufficiency (ROSS) program which focuses on the goal of providing supportive services to enable disabled and

elderly residents to remain living independent and age in place rather than require institutionalized placement. The ROSS program provided case management services to promote financial literacy, food and nutrition services, referral of health care services, mental health services and wellness programs. The ROSS program also has the objective of promoting job training and mentoring programs for disabled and elderly persons through employment and career counseling and economic self-sufficiency training. The successful operation of the ROSS program depends largely on the partnering with community-based organizations such as the Gloucester County Department of Health. Partnerships include: The Deptford Center which provides motor skills assessment; Elmwood Hills which provides self-sufficiency resources; Gloucester County Active Aging which provides fitness education; Gloucester County Health & Human Services which provides nutrition education; Gloucester County Addiction Services and Atlantic Prevention Resources which provide substance abuse prevention, intervention and recovery resources; Gloucester County Consumer Affairs, Lincoln Heritage and North American Benefits which provide financial literacy education .

Further tenancy support for disabled Public Housing participants is provided through the establishment of a special needs list through the Register Ready Program. This voluntary program allows residents of HAGC owned and managed buildings to self-identify as individuals requiring assistance from emergency responders in the event of an emergency. This information is held securely by the State of New Jersey and HAGC and only used for emergency response and planning. HAGC assists residents with completing Register Ready forms and updates.

In public Housing, HAGC operates a Congregate Services Program providing meals, laundry and housekeeping services to individuals who are often disabled. This resource provides tenancy support to help encourage persons with disabilities to continue to remain independent. The Congregate Services Program is staffed by a Congregate Coordinator and staff who work closely with disabled residents and facilitate community referrals when needed. Referrals are also made to Adult Protective Services in the event that staff has a reasonable basis to believe that the resident is a vulnerable adult and is at risk for abuse, neglect, or exploitation and who, because of physical or mental illness or disabilities, lack sufficient capacity to make, communicate or carry out decisions concerning their well-being.

The Congregate program is supplemented and enhanced by a Memorandum of Understanding with Assisted living Provider, DPSP, who provides on-site

services to individuals who are often times disabled. HAGC has partnered with DPSP since 2013 and maintains rental space in HAGC's affordable housing buildings. DPSP is a licensed Assisted Living Program which individually tailored services including nursing care, assistance with personal care, assistance with accessing transportation, and other supportive services to help residents age in place rather than being displaced to a nursing home or other institutional facility.

HAGC has remained operational during the Coronavirus serving the needs of residents, program participants and applicants. During the Coronavirus pandemic, HAGC has sought to connect residents with necessary services including expanded Congregate Service programs such as shopping and meal delivery. HAGC has provided residents with protective masks to utilize during the coronavirus pandemic and has purchased hand sanitizing dispensers for community rooms.

HAGC has procured and oversaw services provided by third party vendors including extermination services, legal services for landlord-tenant consult, landscaping/grounds keeping, laundry leases, development consulting services, gasoline and fuel.



RESIDENT ADVISORY BOARD

October 16, 2020

Board of Commissioners
Housing Authority of Gloucester County
100 Pop Moylan Blvd
Deptford, New Jersey 08096

Re: Public Housing Agency Plan

Dear Commissioners:

The Resident Advisory Board (RAB) has reviewed the Public Housing Agency Plan for the Housing Authority of Gloucester County (HAGC) which includes the Annual Plan for FY 2021. The Public Housing Agency Plan serves to inform HUD, residents, and the public of HAGC's mission for serving the needs of low and very-low income families and HAGC's strategies for addressing those needs. The Plan also includes summaries of the new activities HAGC intends to undertake as well as revisions to HAGC's plan elements. The RAB met with HAGC staff on the following days: September 18, 2020; September 25, 2020; October 2, 2020; October 9, 2020 and October 16, 2020. Please note the RAB's support of the following:

1. The RAB reviewed the Five Year Goals established in the connection with the Five Year Plan and the progress towards HAGC's prior goals and objectives. The RAB supports the designated goals and objectives.
2. The RAB reviewed and supports the Housing Authority's Annual Agency Plan and Annual Plan of 2021.
3. The RAB reviewed and supports the Housing Authority's conversion of Public Housing units located at Carino Park Apartments and Deptford Park Apartments to Project-Based Vouchers under the Rental Assistance Demonstration Program. The RAB supports these units being designated for the elderly. The RAB agrees that the conversion is a viable method for persevering and sustaining affordable housing units for low-income seniors. RAB members who attended the RAD Conversion Notice meeting were satisfied with how the information regarding rent and continued occupancy was presented. The RAB supports that in conjunction with the RAD Program conversion of Carino Park Apartments and Deptford Park Apartments, 5% of the Units (10) total, (5) at each project site, are to be removed through a Section 18 De Minimis reduction of units. The 10 units will be removed from the U.S. Department of Housing and Urban Development's Public Housing Program and will be replaced using PBV from the HAGC Housing Choice Voucher Program. The

reduction is needed to secure sufficient income to meet operating and Capital improvement expenses. For the entire RAD conversion, no residents will be displaced as a result as every unit will be replaced with a RAD voucher or an ordinary PBV. As such, this amendment will not impact the rights of any current household.

The RAB understands that the timeline for conversion may be delayed as a result of the COVID-19 pandemic which has impacted HUD operations.

4. The RAB supports HAGC's preference policy for Public Housing contained within the Admissions and Continued Occupancy Policy which provides a waiting list preference for the elderly and near-elderly disabled households at Carino and Deptford Park Apartments. Applicants are provided 1 point for this preference. An Elderly household is defined as one whose head, co-head, or spouse is 62 years of age or older. A Near-Elderly Disabled household is defined as one whose head, co-head, or spouse is between the ages of 50 and 62 years and the head, co-head, or spouse is disabled.
5. The RAB reviewed and supports the Housing Authority's plan for proceeding with an application to HUD for approval to dispose of the 62 scattered site homes operated under the Public Housing program in accordance with HUD PIH 2018-04 and 24 CFR 970. The RAB agrees that disposition serves the best interest of the residents of HAGC and is consistent with the goals of the PHA plan as the scattered site homes demonstrate unsustainability in operation and maintenance. The scattered site homes are located far from one another and contain diverse maintenance systems that are difficult and costly to upkeep. The homes also require significant modernization and upgrades requiring extensive labor and expense. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing to ensure protections for residents. The RAB members agree that the families who occupy the scattered site homes will be better served through obtaining a housing choice voucher. The voucher affords more flexibility to the families in selecting a unit appropriate for the family's unique needs based on employment, schooling, proximity to family members and community resources. HAGC conducted meetings with the Scattered Site residents on 2/6/20 and 2/10/20 to inform the residents of HAGC's intent to dissolve the program. RAB members support efforts to connect current residents of the scattered site homes with HAGC's homeownership coordinator to pursue homeownership opportunities. The RAB understands that the timeline for disposition may be delayed due to the COVID-19 pandemic.
6. The RAB supports HAGC's goal to increase the number of affordable housing opportunities available to low-income residents of Gloucester County. This shall include, but not be limited to, pursuing development opportunities and entering into Housing Assistance Payments Contracts for project-based vouchers to serve veterans and special needs units for individuals with developmental disabilities.

The Resident Advisory Board suggested the following recommendations to the Plan and provided the following feedback. Recommendations were incorporated into the Plan where applicable.

1. Members of the RAB are in support of HAGC's Revised Admissions and Continued Occupancy Policy including the use of waivers pursuant to authority provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act and HUD PIH Notices. Public Housing residents serving on the RAB report that the COVID-19 pandemic has not negatively impacted their communication with HAGC or their ability to complete annual recertification.
2. Members of the RAB support HAGC's revised Section 8 Administrative Plan including the adoption of waivers provided under the Coronavirus Aid, Relief and Economic Security (CARES) Act and HUD PIH Notices. Section 8 participants serving on the RAB report that the COVID-19 pandemic has not negatively impacted their communication with HAGC or their ability to complete annual recertification.
3. Members of the RAB support HAGC's revised Live-in Aide Policy and supporting Live-In Aide Certification to ensure that a Live-in Aide meets the HUD prescribed definition as person approved by the Authority who resides in the unit to care for a "family member" who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.
4. Members of the RAB are in favor of HAGC's Grievance Procedures Policy. This Policy sets forth the rights and obligations of both the Housing Authority and program applicants and participants to ensure due process requirements have been satisfied.
5. Members of the RAB support the enforcement of HAGC's Smoke-Free Policy on all owned and managed properties and continued efforts to offer smoking cessation resources to residents who wish to quit smoking. Members of the Board wish for HAGC to offer designated areas with a covering for smoking.
6. Members of the RAB support HAGC's Pet Policy and support the continued enforcement of this Policy to ensure the interests of the residents in pet ownership are balanced with the protection of HAGC property and the safety of all residents.
7. Members of the RAB support HAGC's One Strike You're Out Policy which prohibits program applicants and participants from engaging in certain drug-related, violent and criminal activity. The RAB understands that each individual case of denial or termination is evaluated on a case by case basis applying the specific facts to the policy.
8. Members of the RAB are in support of the Capital Fund 5-year Plan and support that modernization be performed in vacancies as needs. The RAB understands that a RAD conversion will impact the 5-year Capital Fund Plan.
9. Members of the RAB support HAGC's Congregate Program in offering services to residents to help age in place and maintain independence. The RAB supports the expansion of the Congregate program to serve the shopping needs of elderly residents during the COVID-19 pandemic. RAB members who utilize Congregate services report that services are very helpful as laundry or housekeeping duties can be physically difficult and cause pain, and that shopping services have been invaluable.

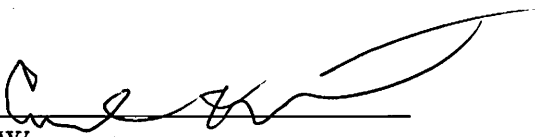
10. Members of the RAB support HAGC's continued partnership with Assisted Living Providers who are able to serve unique medical needs of residents.
11. Members of the RAB support HAGC's continued efforts through the ROSS program to provide social, education and health/wellness related services to residents and understand that the COVID-19 pandemic has interrupted some services.
12. Members of the RAB are in support of the Section 8 wait list remaining open only for Veterans with a discharge other than dishonorable.
13. Members of the RAB support the implementation of HAGC's Violence Against Women Policy and Emergency Transfer Plan to ensure the proper protections, confidentiality and notices are provided to victims of domestic violence, dating violence, sexual assault and stalking.
14. The RAB is in support of HAGC's new key fob system to support monitoring the guests and visitors in HAGC Public Housing and promote overall security of the buildings.
15. The RAB supports the limited and supervised reopening of the Public Housing community rooms, which were temporarily closed due the COVID-19 pandemic, in accordance with the New Jersey Governor's Executive Orders and guidance established by the CDC and New Jersey Health Department. Reopening will be for social activities to support resident's well-being in safe manner.
16. The RAB supports the resumption of dwelling unit inspections in accordance with the proper precautions as advised by established by the CDC and New Jersey Health Department for both Public Housing and the Section 8 Program.
17. Members of the RAB report using HAGC's website to access policies, program descriptions and applications for housing assistance. Members of the RAB further report benefiting from HAGC's Resident newsletters containing updates about program operations.

We understand that the above comments and suggestions, when appropriate, have been included into the Annual Plan.

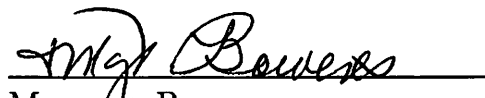
We also would like to convey our appreciativeness for the programs provided by the Housing Authority of Gloucester County.

We look forward to working with you in the future.

Sincerely,



Ed Wengert
Chairman
Public Housing-Deptford Park



Margaret Bowens
Secretary
Section 8 Housing Choice Voucher

Capital Fund Program - Five-Year Action Plan

Status: Approved

Approval Date: 05/14/2019

Approved By: THUMAR, BALUBHAI

Part I: Summary						
PHA Name : Gloucester County Housing Authority		Locality (City/County & State)				
PHA Number: NJ204		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revised 5-Year Plan (Revision No:)				
A.	Development Number and Name	Work Statement for Year 1 2019	Work Statement for Year 2 2020	Work Statement for Year 3 2021	Work Statement for Year 4 2022	Work Statement for Year 5 2023
	DEPTFORD PARK APARTMENT (NJ204000004)	\$95,343.00	\$255,343.00	\$99,061.00	\$189,061.00	\$142,000.00
	AUTHORITY-WIDE	\$78,421.00	\$78,421.00	\$78,421.00	\$78,421.00	\$78,421.00
	204-1 SCATTERED SITES (NJ204000001)	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00
	CARINO PARK (NJ204000003)	\$220,000.00	\$60,000.00	\$216,282.00	\$126,282.00	\$173,343.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	DEPTFORD PARK APARTMENT (NJ204000004)			\$95,343.00
ID0092	NON-DWELLING INTERIOR/EXTERIOR(Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Common Area Finishes,Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Common Area Kitchens,Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Community Building,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Plumbing,Non-Dwelling Interior (1480)-Storage Area)	Misc. Common Area Upgrade		\$2,564.00
ID0013	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Apartment Upgrades		\$25,000.00
ID0014	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances)	Replace Light Fixtures, Ranges, Refrigerators, etc.		\$10,000.00
ID0015	NON-DWELLING STRUCTURE(Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Foundation,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Tuck Pointing,Non-Dwelling Exterior (1480)-Windows)	Caulk Building Exterior		\$30,000.00
ID0017	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Install Shower Stalls		\$20,000.00
ID0018	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Miscellaneous Common Area Equipment		\$7,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0019	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Shower Seats		\$779.00
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0001	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
ID0002	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0003	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0004	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00
ID0005	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
ID0006	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Appliances)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0007	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
	CARINO PARK (NJ204000003)			\$220,000.00
ID0008	NON-DWELLING STRUCTURE(Non-Dwelling Exterior (1480)-Paint and Caulking)	Refinish exterior stucco panels and caulking		\$80,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0009	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Flooring (non routine))	Upgrade apartments, kitchen flooring		\$60,000.00
ID0010	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Interior Doors)	Replace door hardware, doors, etc.		\$25,000.00
ID0011	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Other)	Replace Light Fixtures		\$25,000.00
ID0012	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Light Fixtures		\$10,000.00
ID0016	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Finishes,Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Security,Non-Dwelling Interior (1480)-Shop,Non-Dwelling Interior (1480)-Storage Area)	Replace Common Area Doors and Hardware		\$20,000.00
	Subtotal of Estimated Cost			\$513,764.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2020				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0020	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
ID0021	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0022	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0023	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2020				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0024	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
ID0025	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0026	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
	CARINO PARK (NJ204000003)			\$60,000.00
ID0027	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Other)	COMMONS AREA FLOORING		\$10,000.00
ID0028	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Tubs and Showers)	Misc. Apartment Upgrades		\$20,000.00

Form HUD-50075.2(4/2008)

2020	
Code	General Description of Major Work Category
Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-	Roof Exhaust Fans
Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and	New Shower Stalls, New Flooring
Dwelling Unit-Interior (1480)-Other)	Shower Seats

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0038	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
ID0039	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0040	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0041	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0042	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Plumbing)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
ID0043	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0044	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
	CARINO PARK (NJ204000003)			\$216,282.00
ID0045	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodores,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Upgrade ADA Bathrooms		\$61,282.00
ID0046	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other)	Upgrade Apt Units		\$75,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0047	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Building Equipment		\$25,000.00
ID0048	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Flooring)	Replace Common Area Carpet		\$50,000.00
ID0049	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replace unit equipment		\$5,000.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$99,061.00
ID0050	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other)	Replace Flooring		\$50,000.00
ID0051	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Exterior Light Fixtures		\$25,000.00
ID0052	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Upgrade Apt Equip		\$5,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0053	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Interior (1480)-Other)	Replace Tubs with Shower Stalls		\$19,061.00
	Subtotal of Estimated Cost			\$513,764.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0054	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
ID0055	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0056	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0057	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0058	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
ID0059	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0060	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
	CARINO PARK (NJ204000003)			\$126,282.00
ID0061	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Tubs and Showers)	Upgrade dwelling units		\$30,000.00
ID0062	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Building Equipment		\$20,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0063	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Flooring,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Other)	Replace Common Area Carpet, Doors, Door Hardware		\$50,000.00
ID0064	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replace Apt. Equipment		\$5,000.00
ID0065	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Interior/Exterior lights		\$21,282.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$189,061.00
ID0066	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Boilers		\$100,000.00
ID0067	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replace Apt. Equipment		\$6,282.00
ID0068	NON-DWELLING STRUCTURE(Non-Dwelling Interior (1480)-Common Area Painting,Non-Dwelling Interior (1480)-Other)	Paint Common Areas		\$50,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0069	NON DWELLING SITE(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Storm Drainage)	Non Dwelling Site upgrades		\$30,000.00
ID0070	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Upgrade Apt Equipment		\$2,779.00
	Subtotal of Estimated Cost			\$513,764.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$120,000.00
ID0071	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, sewer and water service equipment, pumps, mailboxes etc.		\$5,000.00
ID0072	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc.		\$15,000.00
ID0073	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Update Houses, kitchens, bathroom, flooring, siding, general modernization etc.		\$100,000.00
	AUTHORITY-WIDE (NAWASD)			\$78,421.00
ID0074	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0075	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc.		\$10,000.00
ID0076	FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0077	ADMINISTRATIVE(Administration (1410)-Salaries)	Mod Coord Salary		\$49,421.00
	CARINO PARK (NJ204000003)			\$173,343.00
ID0078	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Fire Alarm System		\$10,000.00
ID0079	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Generator		\$10,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0080	DWELLING EQUIPMENT(Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	Replace Fan-Coil Units		\$39,779.00
ID0081	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and	Upgrade Units		\$50,000.00
ID0082	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other,Non-Dwelling Interior (1480)-Electrical)	Upgrade Common Area Lighting		\$16,000.00
ID0083	SITE IMPROVEMENTS(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Repair & Seal Coat Parking Lot		\$15,000.00
ID0084	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replace Unit Equipment		\$7,564.00
ID0085	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Electrical,Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Apt Equipment / Nurse Call System		\$25,000.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$142,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0086	DWELLING STRUCTURE(Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Upgrade Units		\$50,000.00
ID0087	SITE IMPROVEMENTS(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Repair & Seal Coat.Parking Lot		\$15,000.00
ID0088	DWELLING EQUIPMENT(Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Electrical,Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Replace Apt Equipment / Nurse Call System		\$25,000.00
ID0089	DWELLING EQUIPMENT(Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	Replace Fan-Coil Units		\$50,000.00
ID0090	NON-DWELLING EQUIPMENT(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Upgrade Building Equipment		\$2,000.00
	Subtotal of Estimated Cost			\$513,764.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 1	2019
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
ADMINISTRATIVE(Administration (1410)-Salaries)	\$49,421.00
FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Subtotal of Estimated Cost	\$78,421.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 2	2020
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
ADMINISTRATIVE(Administration (1410)-Salaries)	\$49,421.00
FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Subtotal of Estimated Cost	\$78,421.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 3	2021
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
ADMINISTRATIVE(Administration (1410)-Salaries)	\$49,421.00
FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Subtotal of Estimated Cost	\$78,421.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 4	2022
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
ADMINISTRATIVE(Administration (1410)-Salaries)	\$49,421.00
FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Subtotal of Estimated Cost	\$78,421.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
07/31/2017

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 5	2023
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,	\$10,000.00
FEES AND COST(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
ADMINISTRATIVE(Administration (1410)-Salaries)	\$49,421.00
Subtotal of Estimated Cost	\$78,421.00