

MANAGEMENT PLAN

COLONIAL PARK APARTMENTS

401 SOUTH EVERGREEN AVENUE
WOODBURY, NEW JERSEY 08096



UPDATED
JULY 22, 2020

Woodbury, NJ 08096

Owner: Colonial Park LP
Managing Agent: Seniors Housing Development Corporation (SHDC)

Colonial Park LP is owner of Colonial Park Apartments. Colonial Park Apartments consists of 199 assisted, one-bedroom apartments designated for elderly families, and one unassisted, one-bedroom apartment for the Building Superintendent.

Seniors Housing Development Corporation (SHDC) is an instrumentality of the Housing Authority of Gloucester County (HAGC or the Authority). As an instrumentality of HAGC, the affairs of SHDC are conducted by HAGC.

The Management Plan set forth below, more particularly describes the functions of the Authority. Should there be any discrepancies between this Management Plan and the Management Contract, the Management Contract shall prevail.

The SHDC/Authority shall perform the services as described herein in accordance with the Management Contract, all applicable laws, and all applicable HUD and NJHMFA regulations.

PROJECT DESCRIPTION

Colonial Park is a high-rise building containing all 1-bedroom units with common areas including laundry room facilities and community room and onsite parking. HAGC Management offices are located onsite. The building is smoke-free, with smoking being limited to an outdoor designated area.

The Authority shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by HUD and in compliance with the HAP contract, the Third Amended and Restated Partnership Agreement of Colonial Park LP, and regulations consistent with properties eligible for low income housing tax credits.

MANAGEMENT AND OPERATIONS

The provisions of this Management Plan shall commence upon the adoption by Board Resolution by the Board of SHDC., HAGC and Colonial Park LP. The administration of Colonial Park Apartments shall be consistent with the rules and regulations established by the U.S. Department of Housing and Urban Development and the NJ Housing and Mortgage Finance Agency.

In the absence of specific rules, regulations, or procedures not addressed by HUD, or the NJFMFA or in this Management Plan the policies and procedures of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail.

The Authority shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by HUD and in compliance with the HAP contract. The Third Amendment and Restated Partnership Agreement of Colonial Park LP and regulations consistent with properties eligible for low income housing tax credit.

EXECUTIVE DIRECTOR

HAGC shall employ a competent Executive Director who shall be a certified Public Housing Manager, and who shall be responsible for overall administration of the Contract and the Management Plan, including the operating departments of the Authority who will carry out the Plan.

The Executive Director shall supervise all operating departments of Colonial Park Apartments through various managers, act as Contracting Officer, prepare annual budgets, administer reserve and escrow accounts, invest funds, administer insurance program and carry out the overall affairs Colonial Park Apartments. The Executive Director shall, from time to time, meet with and confer with the Colonial Park LP and provide to Colonial Park LP and provide information and reports as may be required.

AFFORDABLE HOUSING OPERATIONS DIRECTOR

The Affordable Housing Operations Director (AHO) shall be responsible for all maintenance, utilities, contracted services, housekeeping, grounds, maintenance, general upkeep and security of the property and its tenants.

The AHO Director shall be responsible for the enforcement of terms/conditions of leases and aid in maintaining full occupancy of the Project.

The AHO Director shall maintain the property consistent with New Jersey State and Federal law. In those instances where major expenses are necessary to carry out requirements of law, the AHO Director shall consult with the Executive Director prior to carrying out the law unless any imminent emergency threatens life or property.

The AHO Director shall review all annual inspections of units and other inspection reports and file same with the Occupancy Specialist Manager for placement into tenant's file. All necessary repairs shall be performed in a timely manner. Tenants shall be charged for damage to their unit in excess of ordinary wear and tear in accordance with a posted schedule or charges.

The AHO Director, or his/her designee, shall conduct an annual inspection of the project in accordance with prevailing requirements and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies found.

The AHO Director shall meet with the Building Superintendent at least once monthly to review work order reports and conduct a walk-through inspection of common areas of the project. Deficiencies in the building inspection or cleanliness or lack of maintenance shall be noted, and the Building Superintendent directed to mitigate the deficiencies.

The AHO Director shall take various actions as directed by the Executive Director and report to the Executive Director regarding the maintenance and condition of the building.

Records shall be retained for a minimum of five (5) years.

BUILDING SUPERINTENDENT

The Building Superintendent shall be responsible for the day to day operations of the project. The Building Superintendent reports to the AHO Director. The Building Superintendent shall supervise a staff which, may consist of:

- a.** Building Maintenance Worker (3)
- b.** Maintenance Repairer (1)
- c.** Part-time Painter (1)
- d.** Security Guards (Unarmed) (5)
- e.** Others as Assigned by the Executive Directors or his/her designee.

The Building Superintendent's daily tasks include, but are not limited to:

- Maintenance of a clean safe building
- Repair/replacement of anything in disrepair
- Management of contracted services
 - Elevator Maintenance
 - Trash Removal
 - Exterminator Service
 - Grounds Maintenance
 - Snow Removal
 - Specialty Contracts
 - Other, as determined by the Executive Director or his/her designee.
- Management of Staff assigned to building operations
- Management, tracking and performance of work orders
- Maintenance of Utilities and building systems
- Enforcement of lease with AHO Director
- Securing quotations for contracted services
- Preparing dwelling units for re-occupancy
- Orienting new tenants to the building and its rules and regulations
- Other duties as encompassed in job description or as assigned.

Each unit shall be inspected at least annually, in accordance with the prevailing inspection standards, the Uniform Physical Conditions Standards (UPCS). The AHO Director shall designate an AHO staff member trained in UPCS to conduct the annual unit inspection. The Building Superintendent shall conduct an inspection at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, and remedial actions taken as required.

The Building Superintendent is authorized to make routine decisions independently without consulting the AHO Director. The Building Superintendent shall maintain daily contact with the AHO Director, review actions taken, report problems or needs. Policy decisions shall be deferred to the Executive Director, the HAGC Board and the Board of Seniors Housing Development Corp.

All incoming tenants will be given an orientation packet which explains the responsibilities of the tenants and the managing agent, and which addresses such items as trash removal systems, recycling, security procedures, the appliance in their apartments, dates when rent will be due, persons to contact for service and/or complaints etc. the Superintendent will guide the new tenant through the unit and explain the location and operation of the equipment.

MAINTENANCE AND REPAIR

The HAGC staff will operate a Maintenance and Repair Program. The HAGC has a standard program for preventative maintenance on all equipment. HAGC shall maintain a workshop on site, which will contain replacement parts for equipment, machinery and appliances. When a tenant needs maintenance performed in their apartment, tenant reports the work order through a work order phone number. Work orders are monitored and tracked through the unified work order system. The maintenance staff is expected to remediate work orders as soon as practical, based on priority.

All emergency work orders will be abated immediately, within 24 hours. The history of work orders contained within the work order system shall be reviewed monthly by the Building Superintendent.

After a tenant vacates an apartment, HAGC will repaint the entire apartment and check the appliances, toilets, sinks, etc., to make sure that everything is in proper operating condition. The apartment will be treated by an exterminator, if appropriate, and all defective items repaired or replaced, and the apartment thoroughly cleaned before re-renting.

A painting program will be maintained by the Building Superintendent as supervised by the AHO Director. All vacancies shall be repainted prior to re-occupancy and all other painted surfaces painted every three to five years subject to funding availability. The Building Superintendent will maintain a repainting log.

Trash will be deposited in compactor chute and packaged in a service room on the ground floor.

A recycling program will be in operation.

Grounds upkeep will be by contracted service.

Snow removal will be by contracted service.

Extermination will be by contracted service.

Elevator Maintenance will be by contracted service.

COMPENSATION

Seniors Housing Development Corporation shall earn a monthly management fee, in accordance with the Management Contract, on the first day of each month for the duration of the Management Contract.

FINANCIAL MANAGEMENT

The Executive Director shall oversee the financial operations of the Project, which are administered through the Finance Department. The Finance Director who reports directly to the Executive Director, shall supervise a staff consisting of an Accounts Receivable Clerk, Accounts Payable Technician, Purchasing Technician, and Accountant. The Executive Director shall reserve the right to increase/decrease the staff size of the Finance Department.

The Finance Director will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Director, or his/her designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts to the general ledger and present a summary of such to the Board of Commissioner at the Board meetings.

- Year-end financial statements shall be prepared by the Finance Director within 45 days following the end of the fiscal year.
- All financial records will be retained for five (5) years.
- Records requested by HUD and NJHMFA representatives will be made available upon request.
- Executive Director and Finance Director will meet as necessary to resolve financial matters.
- A Monthly Operating Report (MOR) shall be prepared in NJHMFA format on a monthly basis. The MOR along with all supporting documentation will be submitted to the NJHMFA quarterly.

BUDGET

Prior to the commencement of each fiscal year of Colonial Park LP., the Finance Director shall prepare a budget in NJHFMA format and submit it to the NJHFMA for review and approval at least 60 days prior to year-end.

At least 40 days prior to the commencement of each fiscal year of Colonial Park LP, the Finance Director shall prepare an operating budget of projected revenues and expenditures. The projected revenues shall be at least equal to the projected expenditures. The budgets shall be prepared in accordance with the procedures established by HUD for low income housing projects financed under the Section 8 New Construction Program of the United States Housing Act and any successor legislation thereto, the Low Income Housing Tax Credit Program, and the NJHMFA. Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Contract.

All budgets, and any subsequent revisions, shall be reviewed by the Executive Director of the Authority. Included in the budget shall be the management fees expected to be paid to the managing partner, the anticipated audit fees, all amounts needed to maintain and operate the Project in accordance with the HAP Contract, the Management Contract and applicable HUD regulations governing the low income housing tax credit program.

RENT COLLECTIONS

The Accounts Receivable Clerk administers rent collections. Monthly, AHO Director, or his/her designee, shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated and shall file same with Finance Director no later than the last business day of each

month. On or about the 1st day of the month, the Finance Director, or his/her designees, rolls the month (which posts the rent and other charges to tenants' accounts).

Tenant rent may be deposited in designated rent collection box at the project site. Tenants may also pay rent at the Administrative Office of the Authority, 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M. Monday- Friday, except legal holidays, which are posted in advance. Upon receipt of funds, a receipt is posted to the respective tenant's subsidiary accounts receivable ledger.

The Accounts Receivable Clerk prepares and makes deposit, within a business day of collection, and posts to the "Daily Statement of Operations" (referred to as the Tenant Analytical) within 24 hours of collection of receipt. Bank deposits may be made in night deposit. The Tenant Analytical functions as a manual control "Accounts Receivable" ledger. The Tenant Analytical is agreed to the electronic accounts receivable ledger each day collections occur.

Partial payments will be accepted; however, payment in full is expected. Tenants who have not paid their rent and other fees by the 13th of the month, having been afforded an informal hearing in accordance with the Authority's Grievance Procedures Policy, will be placed into court for an eviction on the 14th of the month, unless the hearing or other information or activity precludes that action as determined by the AHO Director or Executive Director.

PROJECT REVENUE

The AHO Director, or his/her designee, shall prepare a monthly HUD Form 52670 and 52670A, which requests payment of the project rental assistance on behalf of the tenants, for each respective month. Copies of the 52670 and 52670A are filed with the Executive Director and HUD's Contract Administrator. The AHO Director, or his/her designee, electronically submits, through TRACS Mail, the HUD Forms and appropriate 50059s by the 10th day of each month, for the subsequent month. HUD and/or HUD's Contract Administrator transfers the funds directly to the Colonial Park LP Account.

The Authority shall collect Project Revenue, in accordance with the procedures described in "Rent Collections", above, and deposit such revenue into the operating account (a checking account) within three business days. All security deposits shall be deposited into a separate security deposit bank account in accordance with New Jersey State Law.

PURCHASES

Procurement for Colonial Park Apartments will be conducted by the applicable Authority staff in accordance with the controlling documents (such as regulatory agreements and partnership documents) and the NJHMFA's procurements and guidance.

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by the a consistent with the Procurement Policy, except that New Jersey Local Public Contracts law does not apply. The Executive Director, as Contracting Officer of the Authority, shall approve certain purchases prior to issuance of purchase order per Procurement Policy.

Non-routine purchases, such as replacement of equipment, betterments, and additions to the structure and equipment shall have the prior approval of Colonial Park LP and shall be subject to availability of funds.

ACCOUNTS PAYABLE

The AHO Director and Finance Director shall approve routine claims for payment. All Accounts Payable will be vouched in manner as prescribed the Authority's Procurement Policy, Procurement Process Cycle, except that New Jersey Local Public Contracts law does not apply. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. The Board of Commissioners of the Authority shall acknowledge all disbursements through review of the interim and routine bill lists at the monthly Board Meetings.

Routine payables of a timely nature may be paid on an interim bill list and include, but are not limited to, utility bills, travel activities for official travel, interfund transfers, payroll, payroll taxes, health benefits, pension fund payment, union dues, and similar payables.

Apportionment of costs shall be consistent with the Authority's Cost Allocation Policy as approved by the Authority's Board of Commissioners.

Checks in excess of \$1,000 require 2 signatures. Also, expenditures in excess of \$25,000 will be forwarded to the NJHMFA for review and pre-approval pursuant to NJFMFA policy.

The Executive Director of the Authority shall obtain prior approval from the Partnership before expending more than \$10,000, in any one instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the Budget or emergency repairs. In the event of an emergency, the Executive Director, or his designee, shall notify the Partnership of any emergency as soon as possible.

AUDIT

The Executive Director shall request proposals for an independent audit of Colonial Park LP and the Seniors Housing Development Corp., in accordance with the appropriate HUD and NJFMFA and regulatory requirements.

Annually, upon selection of an independent public accountant by the Board of Commissioners, a contract for audit shall be awarded to a responsible firm submitting a proposal. The scope of the audit shall be consistent with Federal and State regulations as revised from time to time. An audit engagement letter will be forwarded to the NJHMFA for review and approval at least six (6) months prior to year-end.

Both the staff of both the Authority and the Partnership shall cooperate with Auditor to conclude audit in the earliest practical time.

The SHDC and Colonial Park LP shall cause the completed audit to be filed with HUD and the NJHMFA following approval of the SHDC or the Audit Committee of the SHDC and/or the Authority's Audit Committee. The annual audit shall be submitted to the NJHMFA within ninety (90) days after year end.

The SHDC, Authority, and Executive Director shall take action to correct any audit finding. Progress in correcting audit findings shall be reported SHDC and the Authority, as requested.

WAITING LIST, TENANT SELECTION, AND ASSIGNMENT

The Authority shall determine eligibility and select and admit applicant families into Colonial Park Apartments in accordance with the terms of the housing assistance payments contract.

The Authority will accept applications on an ongoing basis between the hours of 8:00 am and 5:00 pm on regular business days. The applications may be received by mail or in person at following locations.

Colonial Park Apartments
401 S. Evergreen Avenue, Woodbury, New Jersey 08096
Carino Park Apartments
100 Chestnut Street, Williamstown, New Jersey 08094
Deptford Park Apartments
120 Pop Moylan Blvd, Deptford, New Jersey, 08096
Shepherds Farm Apartments
981 Grove Road, West Deptford, New Jersey 08086
Housing Authority of Gloucester County, Administrative Office
100 Pop Moylan Blvd., Deptford, New Jersey 08096

Applications may be received online through HAGC's website at www.hagc.org

The Intake Supervisor is responsible for maintaining all applications, which are time and date stamped upon receipt. All applicants are placed on a Colonial Park waiting list that is organized by date and time of application, in accordance with the preferences stated below. The waiting list shall indicate whether or not applicants are elderly or disabled and in need of a barrier-free unit.

The administration of the waiting list shall be consistent with the Colonial Park Management Plan and general policies of the Authority. The Executive Director shall have the authority to close the wait list if he/she has determined the average wait to be excessive. The Authority must publish a notice in a newspaper of general circulation providing 30 days-notice of the opening and closing of the wait list. In the case of closing the wait list, the notice must state the reasons why the applications will no longer be accepted.

Applicants with disabilities may submit their applications through an alternative means upon the request of a reasonable accommodation in accordance with this Management Plan.

LOCAL PREFERENCE

A local preference will be given to applicants, whose 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.

1. 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. 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:

- | | |
|----------------------------|----------------------------|
| 1. Clayton Borough | 11. National Park |
| 2. Deptford Township | 12. Paulsboro |
| 3. East Greenwich Township | 13. Swedesboro |
| 4. Elk Township | 14. Washington Township |
| 5. Glassboro | 15. West Deptford Township |
| 6. Greenwich Township | 16. Westville |
| 7. Harrison Township | 17. Woodbury City |
| 8. Logan Township | 18. Woodbury Heights |
| 9. Mantua Township | 19. Woolwich Township |
| 10. Monroe Township | 20. Franklin Township |

PROGRAM ELIGIBILITY

1. For admission into Colonial Park Apartments, all applicants must meet the definition of an elderly family, which according to HUD means a family whose head or spouse of sole member is a person

who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one person who are at least 62 years of age living with one live-in-aide.

2. Applicants and tenants must disclose social security numbers for all family members in accordance with HUD regulations and HUD guidance.

3. The Authority must require all applicants to complete a **Family Summary Sheet and Declaration of Section 214 Status forms**. The applicant must provide verification that of citizenship and noncitizens must provide proof of immigration status. The Authority will verify the immigration status through INS/SAVE. Applicants may request an appeal in accordance with the Authority's Grievance Procedures Policy with respect to denial/terminations regarding citizenship and immigration status. A temporary deferral shall be granted to the family if one of the following conditions is met.

- The family demonstrates reasonable efforts to find other affordable house of appropriate size have been unsuccessful; or
- The vacancy rate for affordable housing of appropriate size is below 5% in the housing market; or
- The Gloucester County Consolidated Plan indicated the local jurisdiction's housing market lacks sufficient affordable housing opportunities for 1-bedroom households with income similar to the family seeking the deferral.

4. All applicants must meet the eligibility requirements as specified in the Authority's One Strike & You're Out Policy. All applicants will undergo State lifetime sex offender registration checks using databased that check against all state registries.

5. When processing an application, the Authority will conduct an Existing Tenant Search in the Enterprise Income Verification (EIV) system to verify that the applicant and all members of the household are not currently residing in subsidized housing. The Authority will resolve and document any dual subsidy issues prior to occupancy.

6. Applicants whose income does not exceed 60% of the area median income (low-income), for the appropriate family size, as determined by HUD are eligible for assistance. However, in accordance with the Quality Housing and Work Responsibility Act, the admissions into Colonial Park Apts., which are funded under the Section 8 New Construction Program, must adhere to the following income targeting requirements: Not less than 40% of new families admitted must have incomes at or below 30% of the area median income, (extremely-low income family) for the appropriate family size, as determined by HUD. In order to achieve compliance with the income targeting requirements, HAGC shall monitor the waiting list monthly to confirm that the property's waiting list in standard chronological order will achieve the admissions necessary to meet the income targeting requirements of not less than 40% of new families admitted having income at or below 30% of the area median income. If HAGC's monthly review reveals that admission of extremely low-income applicants are below the 40% requirement, HAGC will temporarily skip on the waiting list families with incomes greater than 30% of the area median income. Once the new admissions exceed 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 eligibility 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.

7. In determining the eligibility of a student enrolled at an institution of higher education, the Authority will utilize the “Student Verification Form.”

8. Other income eligibility criteria:

- In accordance with the applicable fraction regulations of the Low-Income Housing Tax Credit Program, at any given time, the annual household income for 2 units may not exceed 80% of the area median income.
- The number of families selected from the group that had been temporarily skipped (as described in paragraph (a) above) will vary in order to be in compliance with the requirement 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).
- The AHO Director, or his/her designee, shall be responsible for monitoring the income targeting requirements. Reports will be generated bimonthly, on the first and third Fridays of each month, to document and monitor compliance with the income targeting requirements.
- Applicants must meet the eligibility requirements of the low-income housing tax credit program to be considered for admission and may be subject to approval of the NJHMFA.

TENANT SUITABILITY CRITERIA

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the Colonial Park Apartments Lease. 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.

The Authority shall utilize an agency to perform credit/criminal checks; prior landlords to check rental history; and a criminal check through the local police on prospective tenants, with the notification and written consent of the prospective tenants. If any negative items are noted by the Authority regarding a prospective tenant, the Authority reserves the right not to house the family.

The Authority will consider objective and reasonable aspects of the family’s background, which may include the following:

- 1) Applicants past performance in meeting financial obligations, especially rent. The applicant’s FICO score cannot be below 500 if the applicant has a credit history.

- 2) History of recent serious criminal activity, including cases in which a member of the family, who is expected to reside in the household, was, or is engaged in prostitution, sale of narcotics, or serious criminal activity.
- 3) Pattern of violent behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- 4) Confirmed drug addiction, including evidence of confirmed drug addiction, such as record of more than one arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible for reason of a confirmed drug addiction.
- 5) Rape or sexual deviation, including individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.
- 6) A record of serious disturbance to neighbors, which may include items such as patterns of behavior that endanger the life, safety or welfare of other persons by physical violence, gross negligence or irresponsibility. A record of destruction of property which may include items such as damage to the equipment or premises in which the applicant resides. A record of other disruptive or dangerous behavior such as seriously disturbing neighbors or disrupting sound family and community life that indicates the applicant's inability to adapt to living in a multi-family setting. A record of other items which the Authority may consider include neglect of children which endangers their health, safety or welfare, judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or alcohol abuse or frequent loud parties, which have resulted in serious disturbance to neighbors.

In deciding whether to accept tenancy for the family, the Authority has discretion to consider all of the circumstances in each case and the extent of participation of individual family members. The Authority may impose, as a condition of tenancy, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit.

- 7) The Authority shall also give consideration to the evidence of rehabilitation, the applicant family's participation in or willingness to participate in social service other appropriate counseling service programs.
- 8) The Authority retains the right to perform criminal background checks and unit inspections if determined necessary during the term of tenancy.

DENIAL OF ASSISTANCE

The Authority shall deny assistance to applicant families who do not meet the eligibility or suitability criteria as set forth above, or in HUD Occupancy Handbook 4350.3 REV-3. The AHO Director, or his/her designee, must notify said applicant, in writing, of the denial and the reason for such denial. Applicants may request an informal hearing in accordance with the Authority's Grievance Procedures Policy or One Strike & You're Out Policy, as applicable.

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.
- 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.

OCCUPANCY STANDARDS/ UNIT ASSIGNMENTS

It is the intention of this Assignment Policy to maximize the use of assisted dwelling units and to reduce vacancy loss. Once the applicants have been determined eligible, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files determined eligible on the same date.

No more than two persons, which shall include a live-in aide, shall be assigned to a one-bedroom apartment at Colonial Park Apartments. All live-in-aides must be certified as needed as reasonable accommodation and must vacate within thirty (30) days after termination of occupancy of the lessee as a written condition in the applicable lease prior to occupancy by the live-in-aide.

Assignment to units shall be in accordance with income targeting requirements.

PREFERENCES

A. Category 1 - 179 Non-Handicapped One Bedroom Apartments

FIRST – In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age 62 or older) and who qualify for the local preference will first be selected.

SECOND – In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age 62 or older), who do not qualify for the local preference will be selected second.

B. Category 2-20 Handicapped (barrier-free) One-Bedroom Apartments

FIRST - Current resident families who are occupying a non-handicapped unit, and by virtue of their current handicapped /disability status require a unit with the special design features available, with documentation of need provided by a qualified medical doctor will first be selected.

SECOND – In accordance with the income targeting requirements, as described above, applicants whose head or spouse is handicapped/disabled with a documented mobility impairment requiring the special design features of the unit, and who qualify for the local preference as described above will be selected second. These 20 units shall be assigned to elderly disabled families that need the features of the units.

Documentation of mobility impairment must be provided by a qualified medical doctor.

THIRD - In accordance with the income targeting requirements, as described above, applicants whose head or spouse is handicapped/disabled with a documented mobility impairment requiring the special design features of the unit, and who do not qualify for the local preference will be selected third. These 20 units shall be assigned to elderly families that need the features.

Documentation of the mobility impairment must be provided by a qualified medical doctor.

The AHO Director, or his/her designee, shall maintain an ongoing list of files ready for assignment to vacated tenants apartments and shall complete all processing for final preparation for leasing in sequential order in accordance with the above preferences and shall perform applicable credit and criminal checks as required, and shall obtain all applicable tenant certifications. Applicants who do not meet the Authority's tenant suitability criteria for applicable credit, criminal, shall be denied admission upon the discretion of the AHO Director, or his/her designee.

The AHO, or his/her designee, shall make all offers to tenants for specific assignments to units, in writing, and shall maintain a written record all acceptance/rejections of all offers made.

The AHO, or his/her designee, shall prepare all lease documents, review lease and rules with new tenants, arrange for leasing the unit, coordinate leasing with Resident Superintendent and orient tenant to applicable procedures.

If the applicant is ineligible for admission into Colonial Park Apartments, the AHO Director, or his/her designee will notify the applicant in writing, of the ineligibility for the program and state the reasons of such. The applicant will also be notified on the letter of the right to request an informal review in accordance with the Authority's Grievance Procedures Policy. If the applicant is denied admission into Colonial Park Apartments due to negative credit, AHO Director, or his/her designee, also notifies said applicant of the opportunity to contact the consumer reporting agency who furnished the information.

When a waiting list applicant is notified of an available unit, the applicant will be given two (2) opportunities to accept an offer, after the second offer the applicant will be moved to the bottom of the waiting list.

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.

(b) Administrative transfers include mandatory transfers to: alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization of units; perform work (e.g., repair, modernization, or lead hazard reduction work); 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).

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;

REEXAMINATIONS OF TENANTS' INCOME/FAMILY COMPOSITION

All annual and interim reexaminations will be performed in accordance with Federal Laws and Regulations, which includes, but is not limited to, the computations of annual income, monthly adjusted income, and tenant rent. The re-examination, along with other provisions in this section will be performed by the Tenant Interviewer/Investigator.

At least annually, each tenant family's income and family composition will be reexamined. This will constitute the annual reexamination. The AHO Director, or his/her designee, shall conduct all reexaminations commencing approximately 100 days prior to the anniversary date of the tenant's lease. The reexamination shall be conducted as required by the rules and regulations promulgated by HUD, and the NJHMFA as amended from time to time. Tenants are obligated to timely supply all documents requested by the Authority or HUD for use in a regularly scheduled reexamination of family income and composition. Tenants must also supply all required consent forms. All factors impacting tenant rent are subject to verification. 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.

An interim reexamination must be performed for participant families when the tenant reports any of the following circumstances.

1. There is a change in family composition;
2. The family anticipated annual income has decreased.

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

All tenants are required to report all changes of family composition and all changes in income to the Authority, in writing, within 14 calendar days after they occur, even if they would not result in an interim reexamination. The Authority will apply screening criteria on any new family member proposed to move into the unit.

Verification procedures are the same for interim reexaminations and annual reexaminations, except that only the changes need to be verified for the interim evaluations. Also, only the lease addendum and any paperwork related to the information that changed must be signed by the tenant.

The AHO Director, or his/her designee, shall prepare a monthly rent roll with changes from the annual and interim reexaminations on the last business day of each month and file same with the Finance Director as described in tenant rent collections above.

The AHO Director, or his/her designee, shall engage in other activities and prepare other reports from time to time, including, but not limited to; racial characteristics reports, program utilization reports (monthly), utility analysis reports, tenants lists, waiting lists and other activities as assigned.

RENTS

As calculated by the Tenant Interviewer Investigator, in accordance with HUD rules and regulations, all families must pay towards their monthly rent and utilities (the total tenant payment, or TTP) the greater of:

1. 30% of adjusted monthly income, as determined in accordance with regulations established by HUD; or
2. 10% of gross monthly income, as determined in accordance with regulations established by HUD.
3. Minimum rent which is \$25 (included tenant rent plus utility allowance)

The Authority will grant a hardship exemption from payment of the minimum rent if the family is unable to pay such rent as a result of financial hardship. Financial hardships shall be verified by the TII and include the following:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal State, or local assistance program
- The family would be evicted as a result of the imposition of the minimum rent requirement

- The family's income has decreased as a result of changed circumstances, including loss of employment
- A death in the family has occurred; or
- Other circumstances as determined on a case by case basis.

If the minimum rent requirement is imposed on the family and the family requests a hardship exemption, the Authority will suspend the minimum rent requirement beginning the first month following the family's request.

The Authority will determine, through verification procedures that the family's situation is in fact a financial hardship that meets one of the above criteria and whether it is of a temporary or long-term nature.

If the verified financial hardship is considered "temporary", the Authority will not impose the minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be retroactively imposed to the time of suspension. The Authority will offer the family a repayment agreement for the amount of back rent owed.

If the verified financial hardship is considered "long term", the Authority will not impose the minimum rent requirement for the duration of the financial hardship.

If through the verification procedures, the Authority determines that there is not a financial hardship in accordance with the above criteria, the Authority will reinstate the minimum rent including the back payment from the time the suspension began. The Authority will offer the family a repayment agreement for the amount of back rent owed.

The family may appeal determination regarding a financial hardship exemption in accordance with the Authority's Grievance Procedures Policy. However, the family would be exempt from the escrow deposit required in the policy for appeals related to financial hardship exemptions related to the minimum rent requirements.

LEASE COMPLIANCE

Tenants shall be governed by the terms of the Lease Agreement including all house rules, the Authority's Pet Policy, and the Authority's Smoke-Free Policy. The Authority's rights to remove or terminate assistance is established in the lease provisions. A resident family must notify the Authority when overnight guests will be staying in the unit for more than 7 days. 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).

The lease used shall meet with the approval of HUD, as revised from time to time. The form the lease shall not be unnecessarily punitive and shall be consistent with Federal and State Law.

VAWA

The Authority shall comply with the requirements of the Violence Against Women's Act, VAWA in accordance with the Authority's Violence Against Women Reauthorization Act Policy.

SECURITY DEPOSITS

The Authority will collect, deposit and disburse security deposits in accordance with the terms of the lease and the governing provisions of all applicable laws of the State of New Jersey with respect to residential dwelling units and will provide the requisite notices to tenants regarding the same. The amount of each security deposit will be equal to one month's total tenant payment on the particular unit being leased. Security deposits will be deposited by the Agent in individual accounts, within a master interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. Interest earned will be credited to each tenant's deposit in accordance with the laws of the State of New Jersey. Refunds of security deposits will be made in accordance with the law of the State of New Jersey.

NON-DISCRIMINATION 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, 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. 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.

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.

FAIR HOUSING, EQUAL OPPORTUNITY AND PROJECT MARKETING

Marketing of units shall be undertaken from time to time consistent with the Affirmative Fair Housing Plan, as approved by HUD.

When needed, advertisement of availability of apartments will be in the South Jersey Times, on HAGC's website and, as applicable, other newspapers of general circulation in the County.

Circulars or copies of the pro forma ad will be circulated to a wide variety of advocates for assisted housing in Gloucester County.

Advertising and marketing shall display the Fair Housing logo and marketing and registration of cases shall be conducted without regard to race, religion, color, sex, national origin, familial status, or disability.

All hiring of staff will be conducted consistent with the Personnel Policy of the Authority, as revised from time to time, and shall be consistent with the Fair Housing Equal Opportunity Plan hiring practices.

Principal hiring tasks will be conducted by the Human Resources Director with selection of employees by the Departmental Manager/Supervisor, and final approval/disapproval by the Executive Director.

The Authority shall operate the development in compliance with Federal Fair Housing Laws, Civil Rights, and Nondiscrimination Requirements as applicable, including but not limited to Section 504 of the Rehabilitation Act of 1973, The Fair Housing Act, and Title VI of the Civil Rights Act of 1964.

TENANT RELATIONS

Tenant grievances will be handled in accordance with the Authority's Grievance Procedures Policy. Management will be instructed to be receptive to each tenant's complaint and to take affirmative steps to help the resident recognize the fact that management is aware of tenant's problem or concern and the interests of the tenant.

Tenant requests for services will be accepted courteously and in a friendly manner. All reasonable requests will be recorded and promptly and efficiently addressed by management. Primary responsibility for addressing tenant requests is vested in the Superintendent. The AHO Director and Executive Director, as required, shall oversee all tenant relations.

The Authority encourages the formation of resident organizations/council. Management staff shall meet with tenant's organization and their duly elected representatives from time to time to deal with matters of concern as expressed to tenants and engage in resident education and community interaction.

SOCIAL SERVICES

To the extent financially feasible, the Authority will operate a Congregate Services Program offering meals, housekeeping needs and shopping and laundry services to qualified tenants on a fee for services basis, with subsidies as are available to aid in reduced tenant cost.

The Congregate Services Coordinator shall be responsible for the Congregate Services Program.

The program, as administered, shall conform to Congregate Program rules promulgated by the N.J. Dept. of Community Affairs.

Supplemental activities may include a monthly newsletter, menu, painting program, shuffleboard league, craft activities, guest speakers, entertainment and social events.

Tenants are encouraged to utilize the services of Visiting Homemaker, Visiting Nurses, Dept. of Aging, Senior Citizen Meals Program, Food Stamps, Transportation services (shuttle bus) and related services.

*Colonial Park Apartments
Management Plan*

Additionally, the Resident Relations Coordinator assists the tenants and the Resident Organization with the use of the Commons Room and planning various social events.

ADMINISTRATIVE POLICY

The Administration Colonial Park Apartment shall be consistent with the rules and regulations established by the U.S. Dept. of Housing & Urban Development. In the absence of specific rules or matters not addressed in this Management Plan, the policies of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail. In the event of a conflict between the established policies and current laws or regulations, the current, applicable laws and regulations shall prevail.



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 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 OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability. 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
- G. For single-family dwelling units (Project 204-1, EHOs, 501 Properties), 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 urinates 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 working 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 apartment/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.

B. Upon determination by management of the Authority, that the following conditions may be considered 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.
4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
5. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
6. Upon expiration of municipal animal license, unless renewed.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. 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.
9. 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.

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 and "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 normal working 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, 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 _____

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