

**RESOLUTION #20-118**  
**RESOLUTION ADOPTING**

**THE HOUSING AUTHORITY OF**  
**GLOUCESTER COUNTY BUDGET FY2021**

**FROM JANUARY 1, 2021 TO DECEMBER 31, 2021**

**WHEREAS**, the Annual Budget and Capital Budget/Program for the Housing Authority of Gloucester County for the fiscal year beginning January 1, 2021 and ending, December 1, 2021 has been presented for adoption before the governing body of the Housing Authority of Gloucester County at its open public meeting of December 16, 2020; and

**WHEREAS**, the Annual Budget Page F-1 and Capital Budget page CB-3 as presented for adoption reflects each item of revenue Budget page F-2 and appropriation budget page F-4 in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

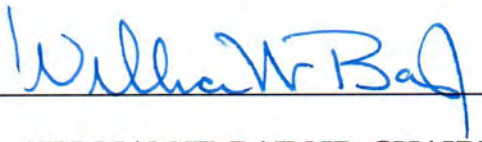
**NOW, THEREFORE BE IT RESOLVED**, by the governing body of Housing Authority of Gloucester County, at an open public meeting held on December 16, 2020 that the Annual Budget and Capital Budget/Program of the Housing Authority of Gloucester County for the fiscal year beginning, January 1, 2021 and ending, December 1, 2021 is hereby adopted and shall constitute appropriations for the purposes stated; and

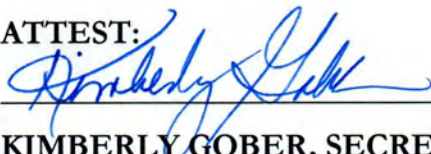
**BE IT FURTHER RESOLVED**, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

**ADOPTED** at a regular Meeting of the Housing Authority of Gloucester County, held on the 16<sup>th</sup> of December 2020.

MEMBER	AYE	NAY	ABSTAIN	ABSENT
WILLIAM W. BAIN, JR.	✓			
DANIEL B. REED	✓			
JOHN GIOVANNITTI	✓			
SCOTT H. KINTZING	✓			
BRENDEN GAROZZO	✓			
FRANK SMITH	✓			

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:   
WILLIAM W. BAIN JR, CHAIRMAN

ATTEST:  
  
KIMBERLY GOBER, SECRETARY

DATED: DECEMBER 16, 2020



**RESOLUTION #20-119**

**RESOLUTION DESIGNATING A**

**PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O.) FY2021**

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**WHEREAS**, the Housing Authority Gloucester County (HAGC) deemed a public agency by the State of New Jersey, Department of the Treasury; and

**WHEREAS**, every public agency is required by law to designate a Public Agency Compliance Officer (P.A.C.O.) in accordance with N.J.A.C. 17:27-3.2; and

**WHEREAS**, the P.A.C.O. will be the point of contact for all matters concerning implementation & administration of the legal requirements of the Equal Employment Opportunity Monitoring Program & administering contracting procedures pertaining to equal employment regarding both the HAGC and its service providers.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Housing Authority of Gloucester County does hereby appoint Kimberly Gober as its Public Agency Compliance Officer for the State of New Jersey, Department of the Treasury.

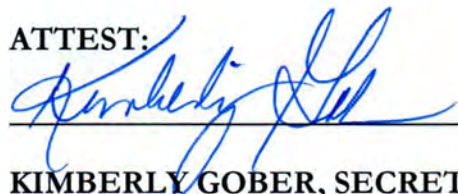
**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 16<sup>th</sup> day of December 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

ATTEST:



**KIMBERLY GOBER, SECRETARY**

**DATED: December 16, 2020**

**RESOLUTION # 20-120**

**RESOLUTION ACCEPTING**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) requires funding for predevelopment costs associated with furthering the 24-unit Special Needs housing project; and

**WHEREAS**, the County of Gloucester is entitled to Community Development Block Grant Entitlement (CDBG) Funds to be used for programs as specifically set forth in the Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the County of Gloucester wishes to delegate the implementation of certain community development activities to subrecipients located within the County pursuant to its application and Action Plan; and

**WHEREAS**, the County of Gloucester has determined that the 24-unit special needs project is consistent with the goals and objectives of the Five-Year Consolidated Plan and the activity is an eligible use of CDBG funds; and

**WHEREAS**, the County of Gloucester has established that the contract shall be for estimated units of service for an amount not to exceed **\$200,000.00**, from September 1, 2020 to August 31, 2022

**WHEREAS**, HAGC wishes to accept said funds for predevelopment costs associated with furthering the 24-unit special needs housing project; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the HAGC or its designee, is hereby authorized to accept the CDBG Funds offered by the County of Gloucester for predevelopment costs associated with furthering the 24-unit special needs housing project.

**BE IT FURTHER RESOLVED** that the Executive Director, or her designee, is hereby authorized to execute any and all documents necessary to receive said funds.

**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 16<sup>TH</sup> day of December 2020.

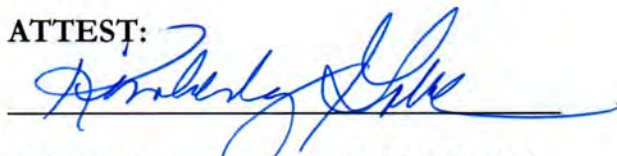
**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:**



**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATED: DECEMBER 16, 2020**



**RESOLUTION #20-121**

**RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT FOR  
LAWN MAINTENANCE**

**DEPTFORD PARK APARTMENTS**

**RAHN LANDSCAPING**

**WHEREAS**, the Housing Authority of Gloucester County has need for Lawn Maintenance services at Deptford Park Apartments, 120 Pop Moylan Blvd. Deptford, New Jersey; and

**WHEREAS**, per Res #19-10, a two (2) 9-month period contract was signed with RAHN LANDSCAPING commencing on March 1, 2019 and concluding on November 30, 2020, with an option to renew for two additional (2) 9-month periods; and

**WHEREAS**, the Housing Authority of Gloucester County wishes to exercise its option for the renewal of said contract with RAHN LANDSCAPING and extend the contract for an additional (1) 9-month period; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the additional (1) 9-month period extension of the contract with RAHN LANDSCAPING be and is hereby approved.

**BE IT FURTHER RESOLVED** that the Executive Director, or its designee, is hereby authorized to execute said contract extension.


**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 16<sup>th</sup> day of December 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATED: DECEMBER 16, 2020**

**RESOLUTION #20-122**

**RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT FOR  
LAWN MAINTENANCE**

**CARINO PARK APARTMENTS**

**RAHN LANDSCAPING**

**WHEREAS**, the Housing Authority of Gloucester County has need for Lawn Maintenance services at Carino Park Apartments, 100 Chestnut Street, Williamstown, New Jersey; and

**WHEREAS**, per Res #19-09, a two (2) 9-month period contract was signed with RAHN LANDSCAPING commencing on March 1, 2019 and concluding on November 30, 2020, with an option to renew for two additional (2) 9-month periods; and

**WHEREAS**, the Housing Authority of Gloucester County wishes to exercise its option for the renewal of said contract with RAHN LANDSCAPING and extend the contract for an additional (1) 9-month period; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the additional (1) 9-month period extension of the contract with RAHN LANDSCAPING be and is hereby approved.

**BE IT FURTHER RESOLVED** that the Executive Director, or its designee, is hereby authorized to execute said contract extension.

**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 16<sup>th</sup> day of December 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: \_\_\_\_\_

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**

**DATED: DECEMBER 16, 2020**



**RESOLUTION #20-123**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR  
ARCHITECTURAL & ENGINEERING SERVICES  
JOSEPH F. MCKERNAN JR ARCHITECTS & ASSOCIATES, LLC.**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) requested proposals from qualified individuals and firms to provide Professional A&E Services to the Authority for the development and construction of a 24-unit Special Needs housing project; and

**WHEREAS**, the HAGC solicited proposals through public advertisements, clearly expressing the needs of the Authority in RFP #20-019; and

**WHEREAS**, the HAGC has received, reviewed, rated, and ranked the proposals received; and

**WHEREAS**, JOSEPH F. MCKERNAN JR ARCHITECTS & ASSOCIATES, LLC. has supplied a proposal providing their capabilities and expertise in all areas needed and pursuant to the guidelines of the Department of Housing and Urban Development, and

**WHEREAS**, the HAGC has found it to be in their best interest to retain the services of JOSEPH F. MCKERNAN JR ARCHITECTS & ASSOCIATES, LLC.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director, or their designee, is hereby authorized to negotiate, execute, and sign an agreement with JOSEPH F. MCKERNAN JR ARCHITECTS & ASSOCIATES, LLC. to provide these services for a fee not to exceed the proposed amount of \$268,950.00

**BE IT FURTHER RESOLVED** that a brief notice stating the contract award and this resolution are on file and available for public inspection in the office of the Executive Director and shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

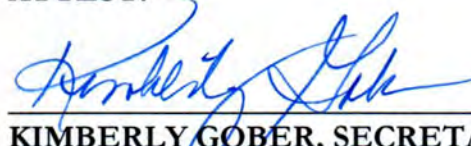
**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 16th day of December 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: DECEMBER 16, 2020**



Tabulation Sheet  
A&E SERVICES  
RFP 20-019  
NOVEMBER 13, 2020 @ 3:30PM

Housing Authority  
of Gloucester County

Attended by:  
Kimberly Gober  
Nelly Rojas  
Edward Malinak  
Joe McKernan

[illegible]





**RESOLUTION #20-124**

**RESOLUTION AUTHORIZING THE IMPLEMENTATION OF  
REMOTE PUBLIC MEETING POLICY**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) hereby requests to adopt a Remote Public Meeting Policy and establish standard protocols to conduct remote public meetings in accordance with N.J.A.C. 5:39-1 (h), Emergency Remote Meeting Protocol for Local Public Bodies; and

**WHEREAS**, the intent of the Policy is to ensure HAGC can conduct official public business in an open and transparent manner whenever a declared emergency as defined by the "Emergency Health Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.), or a state of emergency, pursuant to P.L.1942, c.251 (C.App.A.9-33 et seq.), or both, or a state of local disaster emergency which has been declared by the Governor is in effect, requiring a local public body to conduct a public meeting without physical attendance by members of the public.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the attached Remote Public Meeting Policy is hereby adopted.

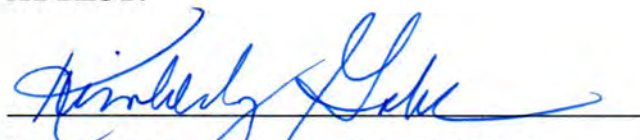
**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 16<sup>TH</sup> day of December 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: DECEMBER 16, 2020**



## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### REMOTE PUBLIC MEETING PROCEDURES

In accordance with *N.J.A.C. 5:39-1(h)*, *Emergency Remote Meeting Protocol for Local Public Bodies*, the Housing Authority of Gloucester County (the “Authority”) hereby adopts the following remote public meeting procedures.

#### **I. MEETINGS OPEN TO THE PUBLIC**

The public shall be invited to attend all remote public meetings at no cost. Notice providing the date, place, and time of all remote public meetings shall be listed on the Authority’s website and shall include a link to access the remote public meeting.

The notice shall also provide that the public may participate in the remote public meeting during the “public comments” portion of the Agenda of the remote public meeting.

The Authority Board of Commissioners (the “Board”) shall provide the public with similar access to the remote public meeting as members of the Board, the Authority Staff, and any individuals seeking approval of the Board. If the remote public meeting is held by audio and video, the public must be permitted to attend via both audio and video. Electronic communication platforms and Internet-accessible technologies used for remote public meetings shall be in accordance with the requirements specified in *N.J.A.C. 5:39-1(h)*. Attendee capacity on the selected platform will be consistent with the reasonable expectations of the public body for public meetings, and shall not be limited to fewer than fifty (50) members of the public. An in-person meeting of the Board shall not exclude members of the public from attending in person, subject to applicable limitations on in-person gatherings in accordance with Federal, State, and/or local laws, regulations, mandates, and/or guidelines.

#### **II. AGENDA AND DOCUMENTS**

Forty-eight (48) hours prior to the remote public meeting, the Agenda of the remote public meeting shall be available for download on the Authority’s website through an internet link either on the remote public meeting notice or near the posting of the remote public meeting notice on the Authority’s website.

In addition, any presentation or documents that would otherwise be viewed or made available to members of the public at an in-person meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Authority’s website for download in advance of the remote public meeting through an internet link appearing either on the remote public meeting notice, or near the posting of the remote public meeting notice both on the website and at the building where the in-person meeting would otherwise be held.

#### **III. PUBLIC PARTICIPATION**

In addition to the foregoing, the notice of the remote public meeting shall also advise members of the public that they may submit written public comments to the Board by mail or email addressed to: [HAGCpublicComments@hagc.org](mailto:HAGCpublicComments@hagc.org).

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### REMOTE PUBLIC MEETING PROCEDURES

All such written public comments must be submitted forty-eight (48) hours before the remote public meeting, in which event such comments shall be read aloud during the remote public meeting in a manner audible to all remote public meeting participants and the public. The reading of all written public comments shall be limited to five (5) minutes per person. Each written public comment shall be read from the beginning until the time limit is reached. The Board may pass over duplicate public comments; however, each duplicate public comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative public comments, it must not summarize certain duplicative public comments while reading others individually. The Authority will not accept text-based public comments.

The public shall also be permitted to make public comments remotely during the designated time on the remote public meeting Agenda. Public comments shall be limited to five (5) minutes per person..

#### **IV. STANDARDS OF CONDUCT**

Members of the public shall address the Board only when recognized by the Board Chair or his/her designee. Members of the public shall not speak out of turn or disrupt the remote public meeting. Disruptive conduct includes sustained inappropriate behaviors, such as but not limited to, shouting, interruption and use of profanity. Members of the public shall abide by the time limitations imposed by the Authority.

In the event a member of the public becomes disruptive during the remote public meeting, the Board Chair, or his/her designee, shall mute or continue muting the disruptive member of the public and warn that continued disruption may result in their being unable to make public comment when permitted, or continue to attend the remote public meeting.

If a member of the public persists in disturbing the remote public meeting after being given a warning, then he or she may be muted while other members of the public make public comments. If time permits, the disruptive individual shall be permitted to speak after all other members of the public have been given an opportunity to make public comment. Should said person remain disruptive, he/she may be muted for the remainder of the remote public meeting or removed from the remote public meeting at the discretion of the Board Chair.

#### **V. COMPLIANCE WITH OPEN PUBLIC MEETINGS ACT (“OPMA”)**

In addition to providing the date, time and place of the remote public meeting in accordance with the Open Public Meetings Act, the remote meeting notice shall state:

- 1) How to access the meeting;
- 2) The means for making public comment (included in a link in the notice); and
- 3) Where relevant documents will be made available (included in a link in the notice).

#### **VI. ELECTRONIC NOTICE**

The Board shall also provide an electronic notice of the remote public meeting, the means for making public comment and where relevant documents may be made available.



## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### REMOTE PUBLIC MEETING PROCEDURES

The aforesaid electronic notice shall be:

- 1) Posted on the Authority's website; and
- 2) Posted on the main access door of the building where the in-person meeting was scheduled to be held. Notice must be visible from outside such building and also posted on any handicap entrance, visible from outside such building.

Where the Board expects to continue remote public meetings, the annual notice shall be revised at least seven (7) days before the next remote public meeting and contain clear and concise instructions for accessing the remote public meeting, the means for making public comment and where relevant documents will be made available. In addition to the notice required by OPMA, the annual notice shall be posted on the Authority's website and posted on the door where the in-person meeting is usually held and on any handicap accessible entrance. Notice shall be viewable from outside.

Where an in-person meeting has been changed to a remote public meeting, the Board shall issue adequate and electronic notice for the remote public meeting with access instructions and means for public comment as described above.

#### **VII. STATEMENT OF ADEQUATE NOTICE**

At the commencement of every remote public meeting, the Board Chair, or his/her designee, shall cause to be entered into the minutes a statement to the effect that:

- 1) Both adequate notice and electronic notice of this remote public meeting has been provided, specifying the time, place and manner in which such notice was provided; or
- 2) That only electronic notice of the remote public meeting has been provided, specifying the time, place and manner in which such notice was provided and that discussion and effectuation of public business shall be limited only to those matters:
  - a. necessary for the continuing operation of government and which relate to the applicable emergency declaration; or
  - b. requiring decision during the remote public meeting due to imminent time constraints; or
- 3) That adequate notice and electronic notice was not provided, in which case such announcement shall state:
  - a. the reason or reasons why the matter or matters discussed are of such urgency and importance as contemplated under *N.J.S.A. 10:4-9(b)(1)*, and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the remote public meeting;
  - b. that the remote public meeting will be limited to discussion of and acting with respect to such matters of urgency and importance;
  - c. the time, place, and manner in which notice of the remote public meeting was provided; and
  - d. either that the need for such meeting could not reasonably have been foreseen at a time when

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### REMOTE PUBLIC MEETING PROCEDURES

adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.

#### **VIII. STATEMENT REGARDING PUBLIC COMMENT/AUDIO MUTING**

At the commencement of each remote public meeting, the Board Chair, or his/her designee, shall read the following statement:

Members of the public may make public comments remotely during a remote public meeting when permitted in accordance with the meeting agenda. Members of the public were given the opportunity to submit public comments in writing forty-eight hours in advance of a remote public meeting to be read aloud during public comment. All public comments, whether made remotely or in writing in advance of a remote public meeting, shall be limited to five (5) minutes per person. Members of the public attending the meeting shall be muted until public comments are permitted, at which time they may ask to be recognized. In the event that a member of the public becomes disruptive during a remote public meeting, including during public comment, the Board Chair, or his/her designee, shall mute or continue muting such disruptive member of the public. After receiving a warning, continued disruptive acts may result in such disruptive individual being muted, kept on mute for the remainder of the meeting, or removed from the meeting at the discretion of the Board Chair.

#### **EXECUTIVE OR CLOSED SESSION**

Upon adoption of a motion to enter into closed or executive session, the Board Chair, or his/her designee, shall temporarily suspend the attendance of all members of the public until conclusion of the closed or executive session. The Board may establish a separate nonpublic conference line or platform employed for this purpose.



**RESOLUTION #20-125**

**RESOLUTION AUTHORIZING DISPOSITION AND WRITE OFF  
OF EXPENDED PROPERTY**

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**WHEREAS**, the Housing Authority of Gloucester County from time to time has physical property which is no longer serviceable for public use; and

**WHEREAS**, the Property Manager of the Housing Authority of Gloucester County has compiled a list of such unserviceable property, a copy of which is attached hereto and made a part hereof; Estimated Value - Less than \$2,000 for assets, less than \$1,000 for non-asset equipment; and

**WHEREAS**, it is necessary for accounting and inventory purposes to dispose of said property and equipment;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the property listed on attached sheet, by property number, if applicable, or by description, if no property number was issued, are hereby declared expended and unserviceable; and

**BE IT FURTHER RESOLVED** by the Housing Authority of Gloucester County that the property and equipment listed may be disposed of in accordance with the HAGC Disposition Policy.

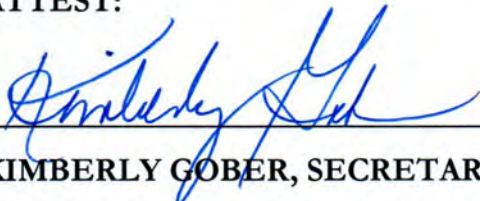
**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 16<sup>TH</sup> day of December 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:**  \_\_\_\_\_

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**

**DATE: DECEMBER 16, 2020**

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**  
**2020 DECEMBER WRITE-OFFS**

Prop. # or Description	Model	S/N	Project No.	Reason for write-off & Disposal	Write-off
Range	WNM210	7410527	204-1	Not Working	Scrap
Range	WNM210	7U10492	204-1	Not Working	Scrap
Range	WNM210	7N10523	204-1	Not Working	Scrap



**RESOLUTION #20-126**

**RESOLUTION AUTHORIZING REVISIONS  
TO THE SECTION 8 ADMINISTRATIVE PLAN AND  
REVIEW OF APPLICABLE WAIVERS PURSUANT**

**PIH NOTICE 2020-33 HA-REV-2**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) per Resolutions #20-71 and Resolution #20-83, adopted and implemented certain waivers and or alternative requirements deemed appropriate and necessary to carry on with critical functions of the authority, amending the Section 8 Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy to include all adopted and or revised waivers as authorized by PIH Notice 2020-05, PIH Notice 2020-22 and PIH Notice 2020-13 (HA) Rev-1; and

**WHEREAS**, On November 30, 2020, HUD published PIH Notice 2020-33 (HA) REV-2, restating the waivers and alternative requirements established previously in Notice PIH 2020-05 and PIH 2020-13, 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, as outlined on the Section 8 Administrative Plan, attachment I; and

**WHEREAS**, the HAGC also wishes to incorporate language regarding remote procedures to the Section 8 Administrative Plan, as attached; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners authorizes the Executive Director, or her 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 recommended updates and adopt and or revise waivers, as authorized by PIH Notices 2020-33 (HA) REV-2.

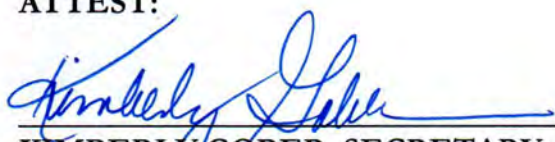
**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 16<sup>th</sup> day of December 2020.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**  
**DATED: DECEMBER 16, 2020**





## Section 8 Administrative Plan

**REVISED:**

**December 16, 2020, via Resolution #20-126**

**September 23, 2020 via Resolution #20-83**

**July 22, 2020 via Resolution #20-71**

**April 22, 2020 via Resolution #20-33**

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## **Article XV Project Based Vouchers**

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- 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
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## **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
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- Section 15.06 Home Inspections
- Section 15.07 Contract of Sale
- Section 15.08 Disapproval of Owner
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- 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 #20-126 Revisions to the Section 8 Administrative Plan and Review of Applicable Waivers pursuant PIH Notice 2020-33 HA-REV-2
- 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](http://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. If consistent with the requirements of the program, 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 properly dispose of such personal health information. 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 and Project Based Voucher 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 in writing 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/Operating Jurisdictions 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. Also, if the individual is classified as a Vulnerable Youth, meeting HUD's definition of Vulnerable Youth or the individual is a student for whom a financial aid administrator makes a document determination of independence by reason of other unusual circumstances.

### **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 and 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 proved are more probable than not. The Authority is authorized to consider all relevant circumstances 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 HAGC’s “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 participate in 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 provide during the interview. Following the interview, the family will have up to 14 calendar days to provide any requested information to the Authority. During 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 participate in the interview, or timely provide all requested information, will result in removal from the waiting list. Being invited to participate in an interview does not constitute admission to the program.

#### **Section 7.02 Tenant Briefing Program**

If after appropriate verification, the family is determined income eligible (calculated in accordance with Federal Laws and Regulations), as determined by the HUD, and the family satisfies all eligibility requirements, the family will be invited to participate in a "Tenant Briefing Program" (TBP) Class. During 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.

At the Authority's discretion, the oral briefing may occur either in-person or remotely via webcast, video call or other methods provided they meet the minimum requirements as described in applicable HUD guidance. The Authority shall consider factors including but not limited to the health and safety of Authority personnel, and members of the public and financial resources in making a determination on the method in which oral briefing is conducted. If the oral briefing is conducted remotely, briefing participants will have the ability to ask questions of the Authority.

The family will also be supplied a briefing packet containing the items and information specified in *24 C.F.R. § 982.301(b)*. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on the Authority's website and/or via electronic communication to the participant.

Upon successful participation in the TBP Class the family will be issued the Voucher for participation in the program. In the event the oral briefing is conducted remotely, the Voucher may be sent to the participant via electronic communication ensuring the proper protection of personally identifiable information.

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.

If a participant does not have proper technology access which would allow the individual to fully participate in a remote oral briefing, the Authority will engage in a case-by-case analysis with the participant to resolve such barrier which may include exploration of community resources or voice only options should the participant provide appropriate consent acknowledging their rights as well as the risks and benefits of conducting remote briefing by voice only.

In conducting the oral briefing and providing the briefing packet the Authority will make reasonable accommodations to ensure persons with disabilities have equal opportunity to participate in all the Authority's privileges, benefits, and services. The Authority's obligation shall include taking appropriate steps to ensure effective communication with applicants, participants and members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services in such a manner that protects the privacy and independence of the individual with a disability. The Authority may not require that individuals with disabilities provide their own auxiliary aids for services, except in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available or where the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance. If no method of conducting a remote oral briefing is available that appropriately accommodates the individual's disability, the Authority will not hold such against the individual and will consider either postponement or in-person briefing.

### **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 of the operating jurisdiction 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.

<b>Verification Factor</b>	<b>Form of Documentation</b>
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

	<p>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.</p>
Residency	<p>At least two of the following documents: Utility bill (electric, water, refuse, telephone, cable, or gas)</p> <ul style="list-style-type: none"> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing your address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Drivers License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> </ul>
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"> <li>• An original SSN card issued by the Social Security Administration (SSA)</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual</li> </ul>

	<ul style="list-style-type: none"> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <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/her 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-residents) 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 in accordance with all applicable HUD regulations and guidance. The annual reexamination determines the continued eligibility of the family and establishes the payment to be made on behalf of the family. 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 1<sup>st</sup> of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the 1<sup>st</sup> 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. Repairs may also be verified through the production of verifiable documents including invoices, photographs and receipts. 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.

#### **Section 10.10 Remote Video Inspections**

In its discretion, as authorized by HUD PIH 2020-31, the Authority may utilize Remote Video Inspections (RVI) to conduct an HQS inspection. Regardless of the use of technology to facilitate the HQS Inspection, the Authority remains responsible for the conduct of the inspection and any judgments made about whether a condition is in violation of HQS. In its discretion, the Authority may determine that the use of RVI is in the best interest of the Authority, a unit owner, program tenant or applicant. In exercising such discretion, the Authority may consider the following factors, the health and safety of Authority personnel, tenant/applicant, a declaration of a state of emergency, the likelihood of success and efficiency in utilizing RVI, and the complexity and nature of the suspected or reported HQS violation or repair. The Authority may terminate an RVI at any time for any reason and can elect to perform an in-person inspection. The performance of an RVI does not in any way waive the Authority's right to conduct an in-person inspection.

In its discretion, the Authority may approve the following individuals to serve as the inspection proxy, the unit owner or its designated management company or an adult household member. Prior to the RVI, the Authority will obtain a certification from the designated proxy requiring a confirmation that the proxy certifies they will follow the direction of the Authority inspector, perform all requested tasks to the best of their ability and report honest feedback, fairly and accurately represent the conditions of the unit and not conceal any deficiencies which they knew or should have known about, the Authority retains the right to terminate an RVI at any time for any reason and that an RVI does not waive the right of the Authority to perform an in-person inspection.

In the event the RVI is being utilized for a property built before 1978 where a child under 6 resides or will reside, the Authority will require the proxy successfully completes the free online Lead Based Paint Visual Assessment Training Course.

To ensure adequate privacy safeguards for the protection of Personally Identifiable Information during an RVI, the Authority inspector will be in the Authority office or other secure remote

location using Authority owned equipment using a designated streaming web-platform that provides appropriate safeguards.

Absent sufficient justification, failure of the proxy to complete the scheduled RVI will be deemed a missed inspection.

### **Section 10.11 HOTMA Provisions**

The Authority may, in its discretion, approve a voucher-assisted tenancy and begin making housing assistance payments to an owner of a unit that fails an initial HQS inspection provided the deficiencies are not life-threatening (NLT) and provided that the owner corrects the NLT deficiencies within thirty (30) days. If the unit has only NLT conditions, the Authority will offer the family the choice to accept the units or to decline the unit and continue their housing search. The Authority must notify the family that if the owner fails to correct the NLT deficiencies within the Authority-specified timeframe, the Authority will terminate the HAP contract, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance. If the family declines the unit, the Authority will inform the family of how much search time they have remaining consistent with the Authority's policies. If the family accepts the unit with the NLT conditions, the Authority must notify the owner, in writing, that the Authority has approved the assisted tenancy and the owner has thirty (30) calendar days from the date of the notification to correct the NLT conditions, after which time the Authority will withhold the HAP and follow its policy regarding owner non-compliance with HQS.

The Authority may, in its discretion approve assisted tenancy of a unit prior to HQS inspection if the property has passed an alternative inspection within the past twenty four (24) months. Under this provision, HAP is not paid to the owner until the Authority completes its initial HQS inspection. The Authority then makes assistance payments retroactively, dating back to the effective date of the HAP contract and assisted lease term, once the unit has been inspected and found to meet HQS standards. The Authority may rely upon inspections of housing assisted under the HOME Investment Partnerships (HOME) program or housing financed using Low Income Housing Tax Credits (LIHTCs), or inspections performed by HUD, without prior HUD approval.

## **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, childcare 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, manufactured 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 include information on how the total tenant payment for the family is determined, the family obligations under the program and applicable fair housing information.

See Section 7.02 above on the application of remote oral briefings which shall be fully applicable to the PBV program.

#### **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.

See section 10.10 on the application of Remote Video Inspections which shall be fully applicable to the PBV program.

#### **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 policy 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),<sup>1</sup> 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.<sup>2</sup> 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**

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<sup>1</sup> 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.

<sup>2</sup> 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](http://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](http://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)

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.<sup>2</sup> 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.

**Removing the Abuser or Perpetrator from the Household**

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<sup>2</sup> 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

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):

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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.

**VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**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
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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.

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Tenant

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Date

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Landlord

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Date

**HOUSING AUTHORITY OF GLOUCESTER COUNY**

**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.**

<b>Family and Signature</b>	
<b>Name of Head of Household</b>	<b>Signature of Head of Household</b> <b>Date</b>
<b>The family consists of the following members:</b>	

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 listed 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 HAGC, 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 HAGC 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 HAGC'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 Director 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 Director.

### **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. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by the Authority. HUD Regulations require the Authority to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, the Authority will determine if any out of pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. 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-elderly<sup>3</sup> 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 \_\_\_\_\_

<sup>3</sup> 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.

**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 the PHA implement the waiver or 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"> <li>Alternative dates for submission</li> <li>Changes to significant amendment process</li> </ul>	<ul style="list-style-type: none"> <li>Varies based on FYE</li> <li>12/31/20</li> </ul>	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"> <li>Permits the PHA to delay the annual reexamination of income and family composition</li> <li>HCV PHAs must implement HCV-7 for impacted families if they implement this waiver</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul> All reexams due in CY20 must be completed by 12/31/20. Reexams due between 1/1/21 and 6/30/21 would need to be completed by 6/30/21.	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

**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 the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
PH and HCV-3 Family Income and Composition: Annual Examination; Income Verification Requirements	<u>Regulatory Authority</u> §§ 5.233(a)(2), 960.259(c), 982.516(a)  <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	<ul style="list-style-type: none"> <li>• Waives the requirements to use the income hierarchy, including the use of EIV, and will allow PHAs to consider self-certification as the highest form of income verification</li> <li>• PHAs that implement this waiver will be responsible for addressing material income discrepancies that may arise later</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	NO	
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> Notice PIH 2018-18	<ul style="list-style-type: none"> <li>• Waives the requirement to use the income verification requirements, including the use of EIV, for interim reexaminations</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	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 the PHA implement the waiver or 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> Notice PIH 2018-18	<ul style="list-style-type: none"> <li>• Waives the mandatory EIV monitoring requirements</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
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"> <li>• Provides for extensions to FSS contract of participation</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
PH and HCV-7 Waiting List: Opening and Closing; Public Notice	<u>Regulatory Authority</u> § 982.206(a)(2)  <u>Sub-regulatory Guidance</u> Notice PIH 2012-34	<ul style="list-style-type: none"> <li>• Waives public notice requirements for opening and closing waiting list</li> <li>• Requires alternative process</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	NO	
HQS-1 Initial Inspection Requirements	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(o)(8)(C)	<ul style="list-style-type: none"> <li>• Changes initial inspection requirements, allowing for owner certification that there are no life-threatening deficiencies</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

**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 the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
	<u>Regulatory Authority</u> §§ 982.305(a), 982.305(b), 982.405	<ul style="list-style-type: none"> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification</li> <li>Will include reminder that HQS waiver does not include a waiver of 24 CFR 35.15, visual assessment for deteriorated paint</li> </ul>	<ul style="list-style-type: none"> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	
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"> <li>Changes inspection requirements, allowing for owner certification that there are no life-threatening deficiencies</li> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

**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 the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
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 Register Notice January 18, 2017	<ul style="list-style-type: none"> <li>Allows for extension of up to 30 days for owner repairs of non-life threatening conditions</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
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"> <li>Under Initial HQS Alternative Inspection Option - allows for commencement of assistance payments based on owner certification there are no life-threatening deficiencies</li> <li>Where self-certification was used, PHA must inspect the unit no later than 1-year anniversary of date of owner's certification</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

**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 the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
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"> <li>Allows for delay in biennial inspections</li> <li>PHAs must require owner certification there are no life-threatening deficiencies</li> <li>All delayed biennial inspections must resume by 6/30/21 and be completed by 12/31/21</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> <li>12/31/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
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"> <li>Waives the requirement for the PHA to conduct interim inspection and requires alternative method</li> <li>Allows for repairs to be verified by alternative methods</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HQS-7 PBV Turnover Unit Inspections	<u>Regulatory Authority</u> § 983.103(c)	<ul style="list-style-type: none"> <li>Allows PBV turnover units to be filled based on owner certification there are no life-threatening deficiencies</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126



**Attachment I: Summary of Public Housing and HCV Waivers and Alternative Requirements**  
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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
		<ul style="list-style-type: none"> <li>Allows for delayed full HQS inspection NLT than 1-year anniversary of date of owner's certification</li> </ul>	<ul style="list-style-type: none"> <li>1-year anniversary of date of owner's certification</li> </ul>		
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"> <li>Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life-threatening deficiencies</li> <li>Allows for delayed full HQS inspection NLT 1-year anniversary of date of owner's certification</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> <li>1-year anniversary of date of owner's certification</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HQS-9 HQS Quality Control Inspections	<u>Regulatory Authority</u> §§ 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"> <li>Provides for a suspension of the requirement for QC sampling inspections</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126

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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
HQS-10 Housing Quality Standards: Space and Security	<u>Regulatory Authority</u> § 982.401(d)	<ul style="list-style-type: none"> <li>• Waives the requirement that each dwelling unit have at least 1 bedroom or living/sleeping room for each 2 persons.</li> </ul>	Remains in effect one year from lease term or date of this Notice, whichever is longer	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HQS-11 Homeownership Option: Initial HQS Inspection	<u>Statutory Authority</u> Section 8(o)(8)(A)(i), Section 8(y)(3)(B) <u>Regulatory Authority</u> § 982.631(a)	<ul style="list-style-type: none"> <li>• Waives the requirement to perform an initial HQS inspection in order to begin making homeownership assistance payments</li> <li>• Requires family to obtain independent professional inspection</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HCV-1 Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	<ul style="list-style-type: none"> <li>• Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21</li> <li>• Any provisions adopted informally must be adopted formally by 6/30/21</li> </ul>	<ul style="list-style-type: none"> <li>• 3/31/21</li> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
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"> <li>• Waives the requirement for an oral briefing</li> <li>• Provides for alternative methods to conduct required voucher briefing</li> </ul>	• 6/30/21	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HCV-3 Term of Voucher: Extensions of Term	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> <li>• Allows PHAs to provide voucher extensions regardless of current PHA policy</li> </ul>	• 6/30/21	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
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"> <li>• Provides for HAP payments for contracts not executed within 60 days</li> <li>• PHA must not pay HAP to owner until HAP contract is executed</li> </ul>	• 6/30/21	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
HCV-5 Absence from Unit	<u>Regulatory Authority</u> § 982.312	<ul style="list-style-type: none"> <li>• Allows for PHA discretion on absences from units longer than 180 days</li> <li>• PHAs must not make HAP payments beyond</li> </ul>	• 6/30/21	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
		12/31/20 for units vacant more than 180 consecutive days			
HCV-6 Automatic Termination of HAP Contract	<u>Regulatory Authority</u> § 982.455	<ul style="list-style-type: none"> <li>Allows PHA to extend the period of time after the last HAP payment is made before the HAP contract terminates automatically.</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
HCV-7 Increase in Payment Standard During HAP Contract Term	<u>Regulatory Authority</u> § 982.505(c)(4)	<ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
HCV-8 Utility Allowance Schedule: Required Review and Revision	<u>Regulatory Authority</u> § 982.517	<ul style="list-style-type: none"> <li>Provides for delay in updating utility allowance schedule</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126

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<b>Item</b>	<b>Statutory and regulatory waivers</b>	<b>Summary of alternative requirements</b>	<b>Availability Period Ends</b>	<b>Did the PHA implement the waiver or alternative requirement?</b>	<b>Date of PHA adoption.</b>
HCV-9 Homeownership Option: Homeownership Counseling	<u>Statutory Authority</u> Section 8(y)(1)(D)  <u>Regulatory Authority</u> §§ 982.630, 982.636(d)	<ul style="list-style-type: none"> <li>• Waives the requirement for the family to obtain pre-assistance counseling</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
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"> <li>• Allows PHAs to increase age to 26 for foster youth initial lease up</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	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"> <li>• 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</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	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"> <li>• Allows PHAs to accept referrals of otherwise eligible youth who will leave foster care within 120 days</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	N/A	

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HCV-13 Homeownership: Maximum Term of Assistance	<u>Regulatory Authority</u> § 982.634(a)	<ul style="list-style-type: none"> <li>Allows a PHA to extend homeownership assistance for up to 1 additional year</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	7/22/20 RES 20-71 12/16/20 RES 20-126
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"> <li>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</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	7/22/20 RES 20-71 12/16/20 RES 20-126
PH-1 Fiscal Closeout of Capital Grant Funds	<u>Regulatory Authority</u> § 905.322(b)	<ul style="list-style-type: none"> <li>Extension of deadlines for ADCC and AMCC</li> </ul>	Varies by PHA	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
PH-2 Total Development Costs	<u>Regulatory Authority</u> § 905.314(c) - (d)	<ul style="list-style-type: none"> <li>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</li> </ul>	Applies to development proposals submitted to HUD no later than December 31, 2021	NO	

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PH-3 Cost and Other Limitations: Types of Labor	<u>Regulatory Authority</u> § 905.314(j)	<ul style="list-style-type: none"> <li>Allows for the use of force account labor for modernization activities in certain circumstances</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
PH-4 ACOP: Adoption of Tenant Selection Policies	<u>Regulatory Authority</u> § 960.202(c)(1)	<ul style="list-style-type: none"> <li>Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21</li> <li>Any provisions adopted informally must be adopted formally by 6/30/21</li> </ul>	<ul style="list-style-type: none"> <li>3/31/21</li> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
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"> <li>Temporarily suspends CSSR</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126
PH-6 Energy Audits	<u>Regulatory Authority</u> § 965.302	<ul style="list-style-type: none"> <li>Allows for delay in due dates of energy audits</li> </ul>	<ul style="list-style-type: none"> <li>12/31/21</li> </ul>	YES	4/22/20 RES 20-33

12/16/20  
RES 20-126

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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
PH-7 Over-Income Families	<u>Statutory Authority</u> Section 16(a)(5)  <u>Sub-regulatory Guidance</u> Housing Opportunity Through Modernization Act of 2016: Final Implementation of the Public Housing Income Limit 83 FR 35490, Notice PIH 2019-11	<ul style="list-style-type: none"> <li>Changes to timeframes for determination of over-income when a delay in the annual reexamination occurs as a result of adoption of waiver PH and HCV-2</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
PH-8 Resident Council Elections	<u>Regulatory Authority</u> § 964.130(a)(1)	<ul style="list-style-type: none"> <li>Provides for delay in resident council elections</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	N/A	
PH-9 Review and Revision of Utility Allowance	<u>Regulatory Authority</u> § 965.507	<ul style="list-style-type: none"> <li>Provides for delay in updating utility allowance schedule</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	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"> <li>Advance notice not required except for policies related to tenant charges</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	4/22/20 RES 20-33 12/16/20 RES 20-126

12/16/20  
RES 20-126



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PH-11 Designated Housing Plan Renewals	<u>Statutory Authority</u> Section 7(f)	<ul style="list-style-type: none"> <li>Extends the Plan's effective period through June 30, 2021 for Plans due to expire between July 2, 2020 and June 30, 2021</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	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"> <li>Waives the requirement that the PHA must inspect each project</li> </ul>	<ul style="list-style-type: none"> <li>12/31/20</li> </ul>	YES	7/22/20 RES 20-71
PH-13 Over-Income Limit: Termination Requirement	<u>Statutory Authority</u> Section 16(a) as amended by section 103 of HOTMA  Implementation Notice: Housing Opportunity Through Modernization Act of 2016: Final Implementation of Public Housing Income Limit, 83 Fed. Reg. 35,490 (July 26, 2018)	<ul style="list-style-type: none"> <li>Waives the requirement that a family whose income has exceeded the over-income limit for the locality for two consecutive years be terminated within 6 months of the third income determination.</li> <li>As an alternative requirement, over-income families will remain public housing</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	12/16/20 RES 20-126

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Item	Statutory and regulatory waivers	Summary of alternative requirements	Availability Period Ends	Did the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
		households instead of being terminated and will be charged the applicable FMR as the family's monthly rental amount.			
PH-14 Annual Choice of Rent	<u>Statutory Authority:</u> 42 USC 1437a(a)(2)(A)  <u>Regulatory Authority</u> § 960.253	<ul style="list-style-type: none"> <li>Allows families an additional opportunity to select an income-based or flat rent</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>		
11a PHAS	<u>Regulatory Authority</u> 24 CFR Part 902	<ul style="list-style-type: none"> <li>Allows for alternatives related to inspections</li> <li>PHA to retain prior year PHAS score unless requests otherwise</li> </ul>	HUD will resume issuing new PHAS scores starting with PHAs with FYE dates of 6/30/21	YES	7/22/20 RES 20-71 12/16/20 RES 20-126
11b SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> <li>PHA to retain prior year SEMAP score unless requests otherwise</li> </ul>	HUD will resume issuing new SEMAP scores starting with PHAs with FYE dates of 06/30/21	YES	7/22/20 RES 20-71 12/16/20 RES 20-126

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11b-1 SEMAP	<u>Regulatory Authority</u> § 985.105(d)	<ul style="list-style-type: none"> <li>Allows field offices to perform a remote SEMAP confirmatory review instead of an on-site confirmatory review before changing a PHA's rating from troubled to standard or high performer</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	12/16/20 RES 20-126
11b-2 SEMAP	<u>Regulatory Authority</u> § 985.101(a)	<ul style="list-style-type: none"> <li>Waives the requirement for PHAs to submit an annual SEMAP certification in PIC within 60 days of FYE during the period of time that HUD will roll forward prior year SEMAP scores</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	12/16/20 RES 20-126
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"> <li>Allows for extensions of financial reporting deadlines</li> </ul>	Varies by PHA FYE	YES	4/22/20 RES 20-33  12/16/20 RES 20-126

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12a PHA Reporting Requirements on HUD Form 50058	<u>Regulatory Authority</u> 24 CFR Part 908, § 982.158  <u>Sub-regulatory Guidance</u> Notice PIH 2011-65	<ul style="list-style-type: none"> <li>• Waives the requirement to submit 50058 within 60 days</li> <li>• Alternative requirement to submit within 90 days of the effective date of action</li> </ul>	<ul style="list-style-type: none"> <li>• 12/31/20</li> </ul>	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
12b Designated Housing Plans: HUD 60-Day Notification	<u>Statutory Authority</u> Section 7(e)(1)	<ul style="list-style-type: none"> <li>• Allows for HUD to delay notification about designated housing plan</li> </ul>	<ul style="list-style-type: none"> <li>• 7/31/20</li> </ul>	N/A	
12c Extension of Deadline for Programmatic Obligation and Expenditure of Capital Funds	<u>Statutory Authority</u> Section 9(j)  <u>Regulatory Authority</u> § 905.306(d)(5)	<ul style="list-style-type: none"> <li>• Provides an 18-month extension</li> </ul>	For all open Capital Fund grants, an 18-month extension from the obligation and expenditure end dates in LOCCS as of April 10, 2020	YES	4/22/20 RES 20-33  12/16/20 RES 20-126
12d Section 6(j) 1- and 2-Year Substantial Improvement	<u>Statutory Authority</u> Section 6(j)(3)(B)(ii)	<ul style="list-style-type: none"> <li>• For PHAs designated as troubled prior to the date of this Notice that have not received a PHAS</li> </ul>	The period of availability for this waiver and alternative		

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Requirements	<u>Regulatory Authority</u> 24 CFR § 902.75(d)	assessment for the first full fiscal year after the initial notice of the troubled designation, HUD will: (1) evaluate the 1-year substantial improvement benchmark based on the first released score for fiscal years ending on or after June 30, 2022; and, (2) toll the evaluation of the 2-year recovery benchmark to the next sequential fiscal year	requirement: (1) is effective on the date of this Notice; and, (2) will continue through June 30, 2023, at which time HUD will reevaluate any additional impacts of this waiver on any PHA in the process of being evaluated.		
MR-1 Family Income and Composition: Delayed Annual Examination	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> 24 CFR § 882.515(a)	<ul style="list-style-type: none"> <li>• Waives statutory and regulatory requirement to permit PHAs to delay annual reexaminations of Mod Rehab families</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	9/23/20 RES 20-83  12/16/20 RES 20-126
MR-0 Family Income and Composition: Annual examination; Income	<u>Regulatory Authority:</u> §5.233(a)(2)  <u>Sub-regulatory Guidance</u>	<ul style="list-style-type: none"> <li>• Waives the requirements to use the income hierarchy</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>		

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Verification Requirements	Notice PIH 2018-18	described by Notice PIH 2018-18 and will allow PHAs to forgo third-party income verification requirements for annual reexaminations, including the use of EIV, if the PHA wishes to conduct the annual reexam rather than delaying the family's annual reexam as permitted under MR-1			
MR-3 Family Income and Composition: Interim Examinations	<u>Statutory Authority</u> Section 3(a)(1)  <u>Regulatory Authority</u> 24 CFR §§ 5.233(a)(2), 882.515(b)  <u>Sub-regulatory Guidance</u> Notice PIH 2018-18	<ul style="list-style-type: none"> <li>• Waives requirements to use the income verification hierarchy as described by Notice PIH 2018-18. Allows PHAs to forgo third-party income verification</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>		

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		<p>requirements for interim reexams, including the required use of EIV</p> <ul style="list-style-type: none"> <li>During the allowable period of eligibility, PHAs may consider self-certification as the highest form of income verification to process interim reexams</li> </ul>			
MR-4 Enterprise Income Verification (EIV) Monitoring	<p><u>Regulatory Authority</u> § 5.233</p> <p><u>Sub-regulatory Guidance</u> Notice PIH 2018-18</p>	<ul style="list-style-type: none"> <li>Waiving the mandatory EIV monitoring requirements.</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	<p>9/23/20 RES 20-83</p> <p>12/16/20 RES 20-126</p>
MR-5 PHA Inspection Requirement: Annual Inspections	<p><u>Regulatory Authority</u> § 882.516(b)</p>	<ul style="list-style-type: none"> <li>Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units</li> <li>All delayed annual inspections must be</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	<p>9/23/20 RES 20-83</p> <p>12/16/20 RES 20-126</p>

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		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			
MR-6 Adjustment of Utility Allowance	<u>Regulatory Authority</u> § 882.510	<ul style="list-style-type: none"> <li>• Waives the requirement to allow PHAs to delay the review and update of utility allowances</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>	YES	9/23/20 RES 20-83 12/16/20 RES 20-126
MS-1 Mainstream Initial Lease Term	<u>Statutory Authority</u> Section 8(o)(7)(A)  <u>Regulatory Authority</u> § 982.309(a)(2)(ii)	<ul style="list-style-type: none"> <li>• PHA may enter initial lease terms of less than one year regardless of whether the shorter lease term is a prevailing market practice</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>		
MS-2 Mainstream Criminal Background Screening	<u>Statutory Authority</u> 42 U.S.C. 13663(a), 42 U.S.C. 13661	<ul style="list-style-type: none"> <li>• PHAs may establish, as an alternative requirement, screening</li> </ul>	<ul style="list-style-type: none"> <li>• 6/30/21</li> </ul>		



**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 the PHA implement the waiver or alternative requirement?	Date of PHA adoption.
	<u>Regulatory Authority</u> §§ CFR 5.856, 982.553(a)	requirements for applicants for Mainstream vouchers which are distinct from those in place for its HCV program in general			
MS-3 Mainstream Age Eligibility to Enter HAP Contract Statutory Authority	<u>Statutory Authority</u> 42 U.S.C. 8013(k)(2)	<ul style="list-style-type: none"> <li>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</li> </ul>	<ul style="list-style-type: none"> <li>6/30/21</li> </ul>	YES	9/23/20 RES 20-83  12/16/20 RES 20-126

**RESOLUTION #20-127**

**RESOLUTION AUTHORIZING A REVISION TO  
THE GRIEVANCE PROCEDURE POLICY**

**WHEREAS**, the Grievance Procedure Policy provides a procedure for program applicants, tenants and participants to seek just, effective and efficient settlement of grievances against the Authority 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; and

**WHEREAS**, the Housing Authority of Gloucester County finds is necessary to revise this policy to include and establish standard protocols to conduct remote grievance proceedings, as attached; and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the revised Grievance Procedure Policy as attached hereto, be and hereby is adopted and should be amended to include the attached modifications.

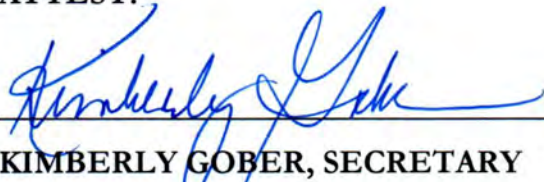
**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 16<sup>TH</sup> day of December 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: \_\_\_\_\_

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**

**DATE: DECEMBER 16, 2020**

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## GRIEVANCE PROCEDURE 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.

Consistent with its federally mandated obligation to provide Informal Reviews, Informal Hearings, and Grievances as contained within the Authority’s Grievance Procedures Policy, the Authority, in its discretion, may elect to perform such reviews and hearings remotely via webcast, video call or other methods provided they meet the minimum requirements as described in the applicable HUD guidance. The Authority shall consider factors including but not limited to the health and safety of Authority personnel, individuals participating in the hearing, members of the public, and Authority’s personnel and administrative resources in determine the method in which the hearing is conducted. See attached Exhibit “C” for Procedures Governing Remote Hearings

#### **B. Applicability**

HUD has issues 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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### GRIEVANCE PROCEDURE POLICY

#### 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 or 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 (including Mainstream Vouchers and VASH Vouchers, or any other special purpose voucher administered by the Authority) 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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### GRIEVANCE PROCEDURE POLICY

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. The Hearing Officer shall be a person who has not made or approved the decision under review, or a subordinate of that person.
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 dwelling unit owned or managed by the Authority and who is the remaining head of household of the resident family residing in the unit.

## II. PROCEDURES OF SECTION 8 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:

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### GRIEVANCE PROCEDURE POLICY

- 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.

The Authority may still conduct the informal review under the above circumstances at the discretion of the hearing officer.

### **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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### GRIEVANCE PROCEDURE POLICY

#### **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.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### GRIEVANCE PROCEDURE POLICY

#### **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 to request an informal hearing must always be provided before terminating assistance.

##### **2. When Informal Hearing is not Required**

The Authority may in its discretion, but is not required to 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;



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- 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.

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#### **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**

Whether it be through an in-person hearing or a remote 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.

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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.

See attached Exhibit “C” for Procedures Governing Remote Hearings.

#### **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.

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 a clear and concise statement of the reason(s) for disagreeing with the Hearing Officers’ decision; The legal rule or 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. Appeals should include all documents and evidence which support the Appeal.

#### **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.

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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".

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#### **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.

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If there should be any conflict between this policy and Federal, State, or local laws and regulations, or the executed Lease, the laws, regulations and Lease shall prevail

#### **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.

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#### **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. See attached Procedures Governing Remote Hearings.

#### **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.

#### **E. 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

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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.

#### **F. 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



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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.

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## GRIEVANCE PROCEDURE POLICY

### Exhibit "A"

#### REQUEST FOR INFORMAL HEARING OR REVIEW

**Head of Household:** \_\_\_\_\_

**Last 4 digits of Social Security #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Phone No:** \_\_\_\_\_ (home), \_\_\_\_\_ (cell)

Are you a program Participant or Applicant? \_\_\_\_\_ Program: \_\_\_\_\_

Date of denial or termination: \_\_\_\_\_

*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/ termination notice. Late requests will not be processed unless the applicant demonstrates the delay was due to extraordinary circumstances beyond their control. Proof of extraordinary circumstances should be attached to this request. 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.*

*Provide a clear and concise statement of the reason(s) for disagreeing with the Authority's decision. All documents and evidence which support this request should be attached. This may include letters from doctors, landlords, employers, rehabilitation centers, counselors, photographs, and notarized statements. 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. (Use Extra paper as necessary)*

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*Following completion of this form, you receive written correspondence from the Hearing Officer either scheduling you for an Informal Hearing or Review or advising you why you are not entitled to an Informal Hearing or Review. The scheduling notice will contain rules governing the Informal Hearing or Review which must be followed. You have the right to be represented by an attorney.*

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

HOUSING AUTHORITY OF GLOUCESTER COUNTY  
GRIEVANCE PROCEDURE POLICY

REQUEST FOR APPEAL TO EXECUTIVE DIRECTOR

**Head of Household:** \_\_\_\_\_

**Last 4 digits of Social Security #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_ (home), \_\_\_\_\_ (cell)

Are you a program Participant or Applicant? \_\_\_\_\_, Program: \_\_\_\_\_

Date of denial or termination: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

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.

Provide a clear and concise statement of the reason(s) for disagreeing with the Hearing Officers' decision. All documents and evidence which support the Appeal should be attached. 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. *(you may attach any additional pages as necessary):*

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\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## GRIEVANCE PROCEDURE POLICY

### Exhibit "B"

#### **Instruction for Submitting an Appeal and Form for Requesting an Appeal**

If an individual wishes to submit an Appeal of the Fair Hearing decision, the following instructions should be followed:

1. Review the Hearing Officer's decision carefully and note any requirements or conditions in the decision letter.
2. 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.
3. The Appeal may be submitting on the Authority's Request for An Appeal Form. If the Form is not used, the Appeal should include the following:
  - a. The applicant/participant full name, mailing address, daytime telephone number, and email address.
  - b. A clear and concise statement of the reason(s) for disagreeing with the Hearing Officers' decision.
  - c. The legal rule or HAGC policy which has been misunderstood, misapplied, or not properly considered by the Hearing Officer;
  - d. All facts which have been misunderstood, misapplied, or not properly considered by the Hearing Officer or new information which would change the decision;
  - e. All documents and evidence which support the Appeal.
    - This may include letters from doctors, landlords, employers, rehabilitation centers, counselors, photographs, and notarized statements.
4. If the Appeal is based on 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.
5. 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

## GRIEVANCE PROCEDURE POLICY

### Exhibit “C”

#### **Procedures Governing Remote Hearings**

Consistent with its federally mandated obligation to provide Informal Reviews, Informal Hearings, and Grievances as contained within the Authority’s Grievance Procedures Policy, the Authority, in its discretion, may elect to perform such reviews and hearings remotely via webcast, video call or other methods provided they meet the minimum requirements as described in the applicable HUD guidance. The Authority shall consider factors including but not limited to the health and safety of Authority personnel, individuals participating in the hearing, members of the public, and Authority’s personnel and administrative resources in determine the method in which the hearing is conducted.

If a remote hearing is scheduled, the Authority shall continue to ensure that the requirements governing equal opportunity and nondiscrimination for individuals with disabilities and limited English proficient persons under Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act are satisfied. The Authority’s obligation shall include taking appropriate steps to ensure effective communication with applicants, participants and members of the public, and companions with disabilities through the use of appropriate auxiliary aids and services in such a manner that protects the privacy and independence of the individual with a disability. The Authority may not require that individuals with disabilities provide their own auxiliary aids for services, except in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available or where the individuals with a disability specifically requests that an accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance. If no method of conducting a remote hearing is available that appropriately accommodates the individual’s disability, the Authority will not hold such against the individual and will consider either postponement or in-person hearing.

If a participants does not have proper technology access which would allow the individual to fully participate in a remote hearing, the Authority will engage in a case-by-case analysis with the individual to resolve such barrier which may include exploration of community resources or voice only options, should the participant provide appropriate consent acknowledging their rights as well as the risks and benefits of conducting the hearing by voice only.

In the event of a remote hearing, all materials being presented whether paper or electronic must be provided to the individual or family prior to the remote hearing. The Authority personnel issuing the decision which is the subject of the remote hearing will provide such information via electronic communications, properly secured to protect Personally Identifying Information. If the individual is unable to access electronic communications, such materials will be sent via regular mail. All materials made available will satisfy the requirements for accessibility for persons with disability or persons with LEP.

# TABLED

## RESOLUTION #20-128

### RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER TO DISCUSS MATTERS FALLING UNDER EXEPTIONS TO THE OPEN PUBLIC MEETINGS ACT

**WHEREAS**, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e., without the public being permitted to attend and:

**WHEREAS**, the Housing Authority of Gloucester County has determined that \_\_\_\_\_ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on December 16th, 2020 at 4:30 P.M. and;

**WHEREAS**, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue is \_\_\_\_\_ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees**



**of the public body.”** The collective bargaining contract(s) discussed are between the Board and \_\_\_\_\_

- 5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are \_\_\_\_\_

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 8) **“Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public’s interest and the employee’s privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are \_\_\_\_\_



- 9) **“Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**WHEREAS**, the length of the Executive Session is estimated to be \_\_\_\_\_ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

**BE IT FURTHER RESOLVED**, that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

**BE IT FURTHER RESOLVED** that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

**I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON DECEMBER 16, 2020.**

**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 16th day of December 2020.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:** \_\_\_\_\_  
**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**

**DATE: DECEMBER 16, 2020**