

MANAGEMENT PLAN

COLONIAL PARK APARTMENTS

401 SOUTH EVERGREEN AVENUE
WOODBURY, NEW JERSEY 08096



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COLONIAL PARK MANAGEMENT PLAN

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

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COLONIAL PARK MANAGEMENT PLAN

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Owner: Colonial Park LP
Managing Agent: eMurphyg, Inc. / Housing Authority of Gloucester County

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

As the general partner of Colonial Park LP, eMurphyg, Inc. will self manage the property. The scope of eMurphyg, Inc.'s responsibility is set forth in this document.

Seniors Housing Development Corporation (SHDC) is an instrumentality of the Housing Authority of Gloucester County (HAGC or the Authority). As an instrumentality of HAGC, the affairs of SHDC are conducted by HAGC. Furthermore, eMurphyg, Inc. is a corporate body whose issued and outstanding stock is controlled by SHDC. SHDC desire the HAGC conduct the affairs of eMurphyg, Inc. as well.

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

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

GENERAL PROVISIONS/ADMINISTRATION

The provisions of this Management Plan shall commence upon the adoption by Board Resolution by the Board of SHDC, HAGC, and Colonial Park LP. The administration of Colonial Park Apartments shall be consistent with the rules and regulations established by the U.S. Department of Housing and Urban Development and the NJ Housing and Mortgage Finance Agency. . In the absence of specific rules, regulations, or procedures not addressed by HUD or the NJHMFA or in this Management Plan the policies and procedures of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail.

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

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

The Executive Director shall, from time to time, confer with Federal, State and local officials on matters pertaining to Colonial Park Apartments and provide records, information and reports to applicable officials as may be required by law or regulation.

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



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COMPENSATION

The general partner shall earn a monthly management fee, in accordance with the Management Contract, on the first day of each month for the duration of the Management Contract.

FINANCIAL MANAGEMENT

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

The Finance Director will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Director, or his designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts held by the Trustee, to the general ledger such to the Board of Commissioners at the Board Meetings.

- Year-end financial statements shall be prepared by the Finance Director within 45 days following the end of the fiscal year.
- All financial records will be retained for five (5) years.
- Records requested by HUD and NJHMFA representatives will be made available upon request.
- Executive Director and Finance Director will meet as necessary to resolve financial matters.
- A Monthly Operating Report (MOR) shall be prepared in NJHMFA format on a monthly basis. The MOR along with all supporting documentation will be submitted to the NJHMFA by the 15th day of the subsequent month.

BUDGET

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

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

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



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RENT COLLECTIONS

The Accounts Receivable Clerk administers rent collections. Monthly, the Tenant Interviewer/Investigator (TII) shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated. The TII shall file same with Finance Director no later than the last business day of each month. On the last business day of each month, the Finance Director, or his designee, rolls the month (which posts the rent and other charges to tenants' accounts).

The Finance Director establishes monthly rent collection date(s) at the Project Site. The Accounts Receivable Clerk opens rent collections office for collection at designated and posted date(s) and times. Upon receipt of funds, a duplicate receipt is prepared and receipt is posted to the respective tenant's subsidiary accounts receivable ledger. One copy of the receipt is given to the tenant and the other is maintained by the Authority in the Project's Monthly Tenant Analytical File.

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

Tenants who do not pay rent and other charges/fees on designated rent collection day may pay at main office of the Authority, 8:00 AM to 5:00 PM. Monday-Friday, excluding the hours between 12:00 PM to 1:00 PM, and except legal holidays.

Partial payments will be accepted; however, payment in full is expected. A \$13 late charge will be assessed to the tenant's account after 13th of each month if rent is not received in full or for returned checks.

Tenants who have not paid their rent and other fees by the 13th of the month, having been afforded an informal hearing, will be placed into court for an eviction on the 14th of the month, unless the hearing or other information or activity precludes that action as determined by the Executive Director, or his designee.

PROJECT REVENUE

The TII shall prepare a monthly **HUD Form 52670 and 52670A**, which requests payment of the Housing Assistance Payments on behalf of the tenants, for each respective month. A copy of the **52670 and 52670A** is filed with the Executive Director and Finance Director and a copy is mailed to HUD. The MIS Director or her designee, electronically submits, through TRACS, the HUD Form 52670 and a 50059 for each tenant, by the 10th day of each month, for the subsequent month. The MIS Director obtains an electronic confirmation that the data submission was received. A confirmation that the voucher was sent to the Treasury for payment is received the last week of the month. HUD then transfers the funds directly to the Colonial Park LP Account.

The Authority shall collect Project revenue, in accordance with the procedures described in "Rent Collections", above, and deposit such revenue into the "Project Account" (a checking account) within three business days. All security deposits shall be deposited into a separate security deposit bank account. No later than the last business day of each week.



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PURCHASES

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

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by the a consistent with the Procurement Policy. The Executive Director, as Contracting Officer of the Authority, shall approve certain purchases prior to issuance of purchase order per Procurement Policy.

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

ACCOUNTS PAYABLE

Routine accounts payable shall be approved by the AHO Director, or his designee, and Finance Director prior to making payment. All Accounts Payable will be vouched in manner as prescribed in Attachment A of the HAGC'S Procurement Policy, Procurement Process Cycle. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. All disbursements shall be approved by the Board of Commissioners through approval of the interim and routine bill lists at the monthly Board Meetings.

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

Apportionment of costs shall be consistent with the apportionment plan as approved by the Executive Director.

Checks in excess of \$1000 require 2 signatures. Also, expenditures in excess of \$15,000 will be forwarded to the NJHMFA for review and pre-approval pursuant to NJFMFA policy.

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

AUDIT

The Executive Director shall request proposals for an independent audit of Colonial Park Apartments and Colonial Park LP and the Seniors Housing Development Corp. Proposals shall require the audit be prepared in accordance with HUD requirements and the NJHMFA policy and format as outlined by the NJHMFA.

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

The staff of the Authority shall cooperate with Auditor to conclude audit in earliest practical time.

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



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

OPERATION AND MAINTENANCE

The AHO Director, or his designee, shall be responsible for all maintenance, utilities, contracted services, housekeeping, grounds maintenance, general upkeep and security of the property and its tenants.

Colonial Park Apartments will be maintained in a manner consistent with Federal and State law. In those instances where major expenses are necessary to carry out requirements of law, the AHO Director, or his designee, shall consult with the Executive Director prior to proceeding with the procurement unless any imminent emergency threatens life or property.

Each unit shall be inspected at least annually, in accordance with **Uniform Physical Condition Standards (UPCS)** by the AHO Director, or his designee. The completed inspection reports are filed in the tenant's file.

The AHO Director, or his designee, shall conduct an annual inspection of the entire project and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies noted.

The AHO Director, or his designee, shall meet with Resident Superintendent at least once monthly to review Superintendent's Monthly Report and conduct a walk through inspection of common areas of the project. Deficiencies noted in **UPCS cleanliness**, or lack of maintenance shall be noted and the Resident Superintendent will be directed to mitigate the deficiencies.

The AHO Director, or his designee, shall enforce the terms/conditions of leases and aid in maintaining full occupancy of the Project.

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

The Superintendent, who reports to the AHO Director, or his designee, shall reside in the project and shall be responsible for the daily operations of the project.

The Superintendent shall supervise a staff that may consist of:

- 3 Building Maintenance Workers
- 1 Maintenance Repairer
- 1 Part-Time Painter
- 5 Security Guards (Unarmed)
- Others as assigned by the Executive Director, or his designee

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

- Maintenance of a clean safe building;**
 - ✓ Repair/replacement of anything in disrepair;
 - ✓ Management of contracted services:
 - ✓ Elevator Maintenance
 - ✓ Trash Removal
 - ✓ Exterminator Service
 - ✓ Grounds Maintenance
 - ✓ Snow Removal
 - ✓ Specialty Contracts; and
 - ✓ Others as determined by the Executive Director, or his designee.
- Management of Staff**
 - ✓ Maintenance of work order logs and reports, including monthly written report to AHO Director, or his designee, /Executive Director



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☐ **Maintenance of Utilities and building systems;**

- ✓ Enforcement of lease with AHO Director, or his designee
- ✓ Securing quotations for contracted services
- ✓ Preparing dwelling units for reoccupancy
- ✓ Orienting new tenants to the building and its rules and regulations
- ✓ Maintain the building, units, and grounds in accordance with the Authority's "Maintenance Policy"
- ✓ Perform inspections of the building, units, and grounds as necessary
- ✓ Other duties as encompassed in job description or as assigned.

The Resident Superintendent shall conduct an inspection of each dwelling unit at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, actions taken as required and copies of all signed inspection reports filed with the AHO Director, or his designee, for review and timely filing with TI/I for placement in tenant's file.

The Resident Superintendent is authorized to make routine decisions independently without consulting the AHO Director, or his designee. The Resident Superintendent shall maintain daily contact with the, AHO Director, or his designee review actions taken, report problems or needs.

The AHO Director, or his designee and applicable staff will operate maintenance and repair program in accordance with the Authority's "Maintenance Policy."

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

WAITING LIST, TENANT SELECTION, AND ASSIGNMENT

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

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

- **Colonial Park Apartments**
401 S. Evergreen Avenue, Woodbury, New Jersey 08096
- **Carino Park Apartments**
100 Chestnut Street, Williamstown, New Jersey 08094
- **Housing Authority of Gloucester County, Administrative Office**
100 Pop Moylan Blvd., Deptford, New Jersey 08096

The Intake Supervisor is responsible for maintaining all applications, which are time and date stamped upon receipt. All applicants are placed on a master waiting list that is organized by date and time of application, in accordance with the preferences stated below, and each applicant is assigned a unique client number. The waiting list shall indicate whether or not applicants are elderly or disabled. The application forms are filed chronologically by client number.



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The administration of the waiting list shall be consistent with the Colonial Park Management Plan and general policies of the Authority. The Executive Director shall have the authority to close the wait list if he has determined the average wait to be excessive. The Authority must publish a notice in a newspaper of general circulation providing 30 days notice of the opening and closing of the wait list. In the case of closing the wait list, the notice must state the reasons why the applications will not longer be accepted.

Applicants with disabilities may submit their applications through an alternate means upon the request of a reasonable accommodation. Such applicants will be required to submit proof of disability. The Authority shall require written 3rd party verification, such as a doctor's note, to substantiate the need for the accommodation.

LOCAL PREFERENCE

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

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



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OPERATING JURISDICTION

The operating jurisdiction of the Authority is comprised of the following:

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

PROGRAM ELIGIBILITY

1. For admission into Colonial Park Apartments, all applicants must meet the definition of an elderly family, which according to HUD means a family whose head or spouse or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one person who are at least 62 years of age living with one live-in-aide.
2. Assistance Applicants and tenants must disclose social security numbers for all family members in accordance with HUD notice H10-08, which is an addendum to this policy.
3. The Authority must require all applicants to complete a **Family Summary Sheet and Declaration of Section 214 Status forms**. The applicant must provide verification that of citizenship and noncitizens must provide proof of immigration status. The Authority will verify the immigration status through INS/SAVE. Applicants may request an appeal in accordance with the **Authority's Grievance Procedures Policy** with respect to denial/terminations regarding citizenship and immigration status. A temporary deferral shall be granted to the family if one of the following conditions is met.
 - ☛ The family demonstrates reasonable efforts to find other affordable house of appropriate size have been unsuccessful; or
 - ☛ The vacancy rate for affordable housing of appropriate size is below 5% in the housing market; or
 - ☛ The Gloucester County Consolidated Plan indicated the local jurisdiction's housing market lacks sufficient affordable housing opportunities for 1 bedroom households with income similar to the family seeking the deferral.
4. **All applicants must meet the eligibility requirements as specified in the Authority's One Strike & You're Out Policy**



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5. Applicants whose income does not exceed 60% of the area median income (low-income), for the appropriate family size, as determined by HUD are eligible for assistance. However, in accordance with the Quality Housing and Work Responsibility Act, the admissions into Colonial Park Apts., which are funded under the Section 8 New Construction Program, must adhere to the following income targeting requirements: Not less than 40% of new families admitted must have incomes at or below 30% of the area median income, (extremely-low income family) for the appropriate family size, as determined by HUD. In order to achieve the income-targeting requirement of not less than 40% of new admissions, families with incomes greater than 30% of the area median income will be temporarily skipped on the waiting list.

Once the new admissions exceed the 40% requirement, those families that had been temporarily skipped, with incomes greater than 30% of the area median income, but who still meet the other income eligibility criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirement that at least 40% of the new families admitted must have incomes at or below 30% of the area median income.

6. Other income eligibility criteria:

- In accordance with the applicable fraction regulations of the Low Income Housing Tax Credit Program, at any given time, the annual household income for 2 units may not exceed 80% of the area median income.
- The number of families selected from the group that had been temporarily skipped (as described in paragraph (a) above) will vary in order to be in compliance with the requirement that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 25% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low-income).
- The AHO Director, or his designee, shall be responsible for monitoring the income targeting requirements. Reports will be generated bimonthly, on the first and third Fridays of each month, to document and monitor compliance with the income targeting requirements.
- Applicants must meet the eligibility requirements of the low income housing tax credit program to be considered for admission and may be subject to approval of the NJHMFA.

DENIAL OF ASSISTANCE

The Authority shall deny assistance to applicant families who do not meet the eligibility criteria as set forth above, or in HUD Occupancy Handbook 4350.3 REV-1. Applicants may request an informal hearing in accordance with the Authority's Grievance Procedures Policy or One Strike & You're Out Policy, as applicable.

TENANT SUITABILITY CRITERIA

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

The Authority shall utilize an agency to perform credit/criminal checks; prior landlords to check rental history; and a criminal check through the local police on prospective tenants, with the notification and written consent of the prospective tenants. Also, the Authority may perform a home visit to provide the applicant family the ability to demonstrate their ability to maintain their home in a decent, safe, and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances.



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If any negative items are noted by the Authority regarding a prospective tenant, the Authority reserves the right not to house the family.

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

- 1) Applicants past performance in meeting financial obligations, especially rent.
- 2) History of recent serious criminal activity, including cases in which a member of the family, who is expected to reside in the household, was, or is engaged in prostitution, sale of narcotics, or serious criminal activity.
- 3) Pattern of violent behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- 4) Confirmed drug addiction, including evidence of confirmed drug addiction, such as record of more than one arrest for possession or use of heroin or other addictive narcotics, or reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible for reason of a confirmed drug addiction.
- 5) Rape or sexual deviation, including individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under 16 years of age when he was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.
- 6) Grossly unsanitary or hazardous housekeeping, including the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, decision as to eligibility shall be reached after review by the Authority. This category does not include families whose housekeeping is found to be superficially unclean or to lack orderliness, where such conditions do not create a problem for neighbors.
- 7) A record of serious disturbance to neighbors, which may include items such as patterns of behavior that endanger the life, safety or welfare of other persons by physical violence, gross negligence or irresponsibility. A record of destruction of property which may include items such as damage to the equipment or premises in which the applicant resides. A record of other disruptive or dangerous behavior such as seriously disturbing neighbors or disrupting sound family and community life that indicates the applicant's inability to adapt to living in a multi-family setting. A record of other items which the Authority may consider include neglect of children which endangers their health, safety or welfare, judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or alcohol abuse or frequent loud parties, which have resulted in serious disturbance to neighbors.

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

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



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VAWA

The Authority shall comply with the requirements of the Violence Against Women's Act, VAWA. The Authority will provide tenants the option to complete the Certification of domestic Violence, Date Violence, or Stalking, **form HUD-91066**, to all eligible families at the time of admission or in the event of a termination or start of an eviction for cause proceeding. The Certification will be enclosed with the appropriate notice, directing the family to complete, sign and return the form with fourteen business days.

THE ELIGIBILITY OF STUDENTS

The Managing Agent shall determine a student's eligibility for Section 8 assistance at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of an interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

Section 8 assistance shall not be provided to any individual who:

1. Is enrolled as either a part-time or full-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
2. Is under the age of 24;
3. Is not married;
4. Is not a veteran of the United States Military;
5. Does not have a dependent child;
6. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of *November 30, 2005.* (See Definition E in Figure 3-6);
7. Is not living with his or her parents who are receiving Section 8 assistance; and
8. Is not individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance. (See paragraph 3-33 for verifying parents eligibility.)

For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum all of the following criteria to be eligible for Section 8 assistance. The student must:

1. Be of legal contract age under state law;
2. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or, meet the U.S. Department of Education's definition of an independent student. (See the Glossary for definition of Independent Student);
3. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
4. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.



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Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance. (See Glossary for expanded definition of Student Financial Assistance.)

If an ineligible student is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated in accordance with the guidance in paragraph 8-6 A.

The Managing Agent shall not evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease.

UNIT ASSIGNMENTS

It is the intention of this Assignment Policy to maximize the use of assisted dwelling units and to reduce vacancy loss. Once the applicants have been determined eligible, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files determined eligible on the same date. No more than two persons, including a “care giver” shall be assigned to any one-bedroom apartment at Colonial Park Apartments.

Assignment to units shall be in accordance with the income targeting requirements, as described above, the designation plan as approved by HUD (see Exhibit 1), and with the following preferences. Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability.

PREFERENCES

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

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

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

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

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

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

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

A qualified medical doctor must provide documentation of the mobility impairment.

NOTE - Any “care giver” or “live in aide” must be certified as needed by a licensed physician and must vacate within thirty (30) days after termination of occupancy of the lessee as a written condition in the applicable lease prior to occupancy by the “care giver”.



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

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

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

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

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

TRANSFERS

Upon written request, the Authority shall transfer tenants to a different unit for a medical reason or as a reasonable accommodation when a vacancy of a suitable unit occurs. **See also "PREFERENCES"** above. The Authority shall require written 3rd party verification, such as a doctor's note, of need for the accommodation. The Authority retains the right to perform criminal background checks and unit inspections if determined necessary during the term of tenancy.

REEXAMINATIONS OF TENANTS' INCOME/FAMILY COMPOSITION

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

At least annually, each tenant family's income and family composition will be reexamined. This will constitute the annual reexamination, which the TII shall conduct of all reexaminations commencing approximately 100 days prior to the anniversary date of the tenant's lease. The reexamination shall be conducted as required by the rules and regulations promulgated by HUD and the low income housing tax credit program, as amended from time to time.

An interim reexamination will be performed for participant families when either of the following circumstances apply:

- ✓ There is a change in family composition.
- ✓ The family anticipated annual income is believed to have decreased.

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



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

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

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

The TI/I shall prepare a monthly rent roll with changes from the annual and interim reexaminations on or about the last business day of each month and file same with the MIS Director and Finance Manager as described in tenant rent collections above.

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

RENTS

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

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

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

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

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

If the minimum rent requirement is imposed on the family and the family requests a hardship exemption, the Authority will suspend the minimum rent requirement beginning the first month following the family's request. The Authority will determine, through verification procedures that the family's situation is in fact a financial hardship that meets one of the above criteria and whether it is of a temporary or long term nature.

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

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



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

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

FAIR HOUSING, EQUAL OPPORTUNITY AND PROJECT MARKETING

Marketing of units shall be undertaken from time to time consistent with the Equal Opportunity Housing Plan Update.

Advertisement of availability of apartments will be in the Gloucester County Times and, as applicable, other newspapers of general circulation in the jurisdiction.

Circulars or copies of the pro forma ad will be circulated to a wide variety of advocates for assisted housing in the HAGC area of operating jurisdiction.

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

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

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

The Authority shall operate the development in accordance with Section 504 of the Rehabilitation Act of 1973, The Fair Housing Act, and Title VI of the Civil Rights Act of 1964 prohibiting discrimination on the basis of race, color, religion, sex, national origin, disability, and familial status.

TENANT RELATIONS

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

Tenant requests for services will be accepted courteously and in a friendly manner. All reasonable requests will be recorded and promptly and efficiently addressed by management. Primary responsibility for addressing tenant requests is vested in the Resident Superintendent. Oversight will be conducted by the Property Manager, Affordable Housing Operations Director, and Executive Director, as required.

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

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



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SOCIAL SERVICES

To the extent financially feasible, the Authority will operate a Congregate Services Program offering meals, housekeeping needs and personal care and other extended services to qualified tenants on a fee for services basis, with subsidies as are available to aid in reduced tenant cost. The Congregate Services Coordinator shall be responsible for the Congregate Services Program. The program, as administered, shall conform to Congregate Program rules promulgated by the N.J. Dept. of Community Affairs.

Supplemental activities shall include a monthly newsletter, menu, craft activities, guest speakers, entertainment and social events. Tenants are encouraged to utilize the services of Visiting Homemaker, Visiting Nurses, Dept. of Aging, Senior Citizen Meals Program, Food Stamps, Transportation services (shuttle bus) and related services.

The Social Service program will cover all the common needs of the elderly including food, nutrition, transportation, health care and personnel relations.

A Resident Organization was formed that functions as a volunteer organization, bringing needs of tenants to management's attention, advising tenants of programs available, and organizing various social events. Additionally, the Resident Relations Coordinator assists the tenants and the Resident Organization with the use of the Commons Room and planning various social events.

ADMINISTRATIVE POLICY

The Administration of Colonial Park Apartments shall be consistent with the rules and regulations established by the U.S. Dept. of Housing & Urban Development and the NJ Housing and Mortgage Finance Agency. In the absence of specific rules or matters not addressed in this Management Plan, the policies of the Housing Authority of Gloucester County as adopted by the Board of Commissioners of the Authority shall prevail.



COLONIAL PARK MANAGEMENT PLAN

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PET POLICY

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**COLONIAL PARK APARTMENTS
DEPTFORD PARK APARTMENTS
CARINO PARK APARTMENTS
NANCY J. ELKIS SENIORS HOUSING
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS**

**REVISED AUGUST, 2004
RESOLUTION 04-60**



COLONIAL PARK MANAGEMENT PLAN

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I. PREAMBLE

Section 526 of the Quality Housing and Work Responsibility Act of 1998, effective October 1, 1999, provides for the ownership of pets in federally assisted rental housing built exclusively for occupancy by elderly and disabled persons, and family Public Housing.

II. DEFINITION OF PET

- ✓ For the purposes of this Policy, pets are defined as:
- ✓ Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy
- ✓ Domesticated declawed cats not exceeding 13 pounds in weight and meeting other requirements of this Policy
- ✓ Fish in approved tank not exceeding 20 gallons of water
- ✓ Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. Assistance Animals that assist persons with disabilities are considered to be auxiliary aids and are exempt from the Pet Policy.

III. PET APPLICATION REGISTRATION

- ✓ Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority.
- ✓ Applications will be processed on a first-come, first-served basis.
- ✓ Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for one year.
- ✓ Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

IV. PET PERMIT

Prior to placing a pet into residency, the applicant or tenant must file an application for a Pet Permit. A Pet Permit will be issued after all initial conditions of this Policy have been met.

V. CONDITIONS FOR ISSUANCE OF A PET PERMIT

For dogs and cats only:

1. The applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit.
2. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
3. Applicant must provide proof, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet.



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4. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$100.00 for each dog or cat. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until \$100.00 requirement has been satisfied.
5. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities.
6. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Section VI. Pet Management Plan.
7. For single-family dwelling units (Project 204-1 only), the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

FOR ALL PETS, AS DEFINED IN THIS POLICY:

- ✓ The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- ✓ Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- ✓ Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- ✓ As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

VI. PET MANAGEMENT PLAN

1. Only one Pet Permit will be issued per dwelling unit.
2. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
3. Pets must be confined to apartment unless on a leash for the high-rise buildings only.
4. Pets shall not wander without an attended restraint (leash) in common areas of the building or on the grounds or at any time.
5. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 4 hours of departure of said tenant.



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6. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All costs associated with the treatment of fleas shall be the responsibility of the tenant.
7. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:

- Placing cat litter waste into bag and into trash chute or outside trash can.
- Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

NOTE: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.

- Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
- Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage.
- Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
- Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
- Tenant agrees to keep property free of dog/cat waste.
- Tenants are required to exercise pets, but must not walk pets or allow them to deposit waste in areas outside designated exercise and pet relief area.

VII. GENERAL CONDITIONS

Limits on Pet Permits: **NO MORE THAN ONE PET PERMIT SHALL BE ISSUED PER DWELLING**

VIII. PET CONTROL

Tenant must keep pet in arms (if a cat) or on a leash in public. Pets must be under the control of a responsible adult while on common areas of property.

For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

IX. PET WASTE

Tenant shall control pet to insure that pet uses only the designated outside area or litter box for urination or defecation.

X. INSPECTION OF DWELLING UNIT

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during working hours on thirty (30) minute notice.



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XI. PETITION OF REMOVAL

The Executive Director, or his designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

XII. DAMAGES

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement cost at time of repair.

XIII. REVOCAION OF PET PERMIT

- A. Revocation of Pet Permit may occur upon the occasion of the following conditions:
- ✓ Upon death of pet.
 - ✓ Upon permanent removal of pet from the apartment/house.
 - ✓ For non-payment of the monthly security deposit installment in accordance with Section V.

Conditions for Issuance of a Pet Permit, item D

- B. Upon determination by management of the Authority, that the following conditions may be considered cause for revocation:
- ✓ Pet has caused damage to any dwelling unit, common areas, personal property or persons.
 - ✓ Pet has bitten, scratched or caused injury to any person.
 - ✓ Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
 - ✓ Pet defecates or urinates in a dwelling unit, on common areas or on the undesignated grounds.
 - ✓ Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
 - ✓ Upon expiration of municipal animal license, unless renewed.
 - ✓ Upon expiration of inoculation unless current inoculation status is recertified.
 - ✓ Upon any determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.

XIV. DEATH OF PET

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet.



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PET PERMIT APPLICATION

Project Name _____ Date _____

Tenant Name _____ Apt # _____

Type of permit requested: Bird _____ Fish _____ Cat _____ Dog _____

Date pet is expected to be brought to the apartment _____

Pet Security Deposit is required as follows. Payment must be made in accordance with Section V. Conditions for Issuance of a Pet Permit, item D of the Colonial Park Pet Policy.

Cat \$ 100.00

Dog \$ 100.00

Bird cages are not permitted to be attached to ceilings.

Applicant understands that permits are issued on a first come first served basis and may be placed on a waiting list.

By: _____

Tenant

DO NOT WRITE BELOW THIS LINE

Date application received: _____ By: _____

Policy explained to tenant by: _____

Amount of Pet Security Deposit: _____

Apartment inspected for housekeeping Yes _____ No _____

Approved by: _____

Rejected by: _____

Reason for rejection: _____

Date Permit issued: _____ Permit # _____



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LEASE ADDENDUM

TENANT _____ PROJECT _____ PET PERMIT # _____

1. _____ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and _____ referred to as the tenant. The landlord leases to the tenant unit number _____ located at _____.

2. _____ Length of Time (Term):

The term of this permit shall begin on _____ and end in accordance with the provisions of the Pet Policy.

3. _____ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

4. _____ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ _____ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1st of each month, until the total pet security deposit amount is equal to \$100. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Commerce Bank, Cherry Hill, New Jersey, in Account # _____, which shall be an interest bearing account.

5. _____ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit.

6. _____ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. _____ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current.

8. _____ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet.



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LEASE ADDENDUM

9. _____ Tenant hereby certifies and agrees to the general terms and conditions of the management of this pet by the tenant and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. _____ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. _____ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. _____ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. _____ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. _____ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. _____ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. _____ Tenant agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.
17. _____ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.
18. _____ Tenant agrees to dispose of pet waste and kitty litter by placing in double plastic bags and putting bag in trash chute - daily.
19. _____ For single-family dwelling units (Project 204-1 only), the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)
20. _____ Description of Pet: _____



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ADDENDUM TO MANAGEMENT PLAN REGARDING AUGUST 2010 FIRE

A total of 65 residents were displaced resulting from the fire that occurred on 8/22/10.

All displaced residents are NOT being charged their monthly contract rent during their displacement. They will, however, have to fulfill their recertification requirements in accordance with the lease.

Some of the displaced residents have chosen to stay with family or friends. The remaining displaced residents are being placed in a hotel (determined by the Housing Authority of Gloucester County) and are provided meals, transportation to/from Colonial Park twice a week, transportation to shopping facilities, and special transportation for medical appointments. The transportation is being provided by the County of Gloucester, City of Woodbury, and Township of Deptford.

The displaced residents will be offered to return to dwelling units at Colonial Park Apartments, as they are cleared for occupancy, in the following order.

1. Those with a medical need.
2. Those needing specific attributes of a particular dwelling unit (such as wheelchair accessibility or hearing impairment).
3. All remaining displaced residents will be offered units based on their original lease date.