

## SHEPHERD'S FARM SENIOR HOUSING MANAGEMENT PLAN

**Owner:** Shepherd's Farm Senior Housing at West Deptford, Inc.  
**Managing Agent:** Housing Authority of Gloucester County  
**Project:** Shepherd's Farm Senior Housing  
**Location:** 981 Grove Road, Thorofare, New Jersey

Shepherd's Farm Senior Housing at West Deptford, Inc., hereinafter referred to as Shepherd's Farm, is the owner of Shepherd's Farm Senior Housing. Shepherd's Farm Senior Housing consists of 75 assisted one-bedroom dwelling units and one unassisted two-bedroom dwelling unit. The owners are a faith-based coalition, comprised of St. Paul's United Methodist Church, the Diocese of Camden, and St. James AME, and a non-profit corporation organized under the laws of the State of New Jersey.

Shepherd's Farm has entered into a Management Agreement with the Housing Authority of Gloucester County, hereinafter referred to as the Authority, to manage Shepherd's Farm Senior Housing. The scope of the Authority's responsibility is set forth in the Management Agreement.

The Management Plan, set forth below, more particularly describes the functions of the Authority in executing the Management Agreement on behalf of Shepherd's Farm Senior Housing. Should there be any discrepancies between this Management Plan and the Management Agreement, the Management Agreement shall prevail.

The Authority shall perform the services as described herein in accordance with the Management Agreement, all applicable laws, and all applicable regulations of the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD.

### **GENERAL PROVISIONS/ADMINISTRATION**

The provisions of this Management Plan shall commence upon the adoption by Board Resolution of the Shepherd's Farm.

The administration of Shepherd's Farm Senior Housing shall be consistent with the rules and regulations established by HUD. In the absence of specific rules, regulations, or procedures not addressed by HUD 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 Agreement and the Management Plan, including the operating departments of the Authority who will carry out this Plan.

The Executive Director, or his/her designee, shall supervise all operating departments of Shepherd's Farm Senior Housing, act as Contracting Officer, prepare annual budgets, administer the Shepherd's Farm Senior Housing, comply with the Regulatory Agreement, administer insurance program in accordance with the appropriate HUD requirements and carry out the overall affairs of Shepherd's Farm Senior Housing.

The Executive Director shall, from time to time, meet and confer with Shepherd's Farm and provide to them 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 Shepherd's Farm Senior Housing and provide records, information and reports to appropriate officials as applicable laws and/or regulations may require.

The Authority shall operate the Project exclusively for tenants meeting the eligibility criteria as determined by HUD and in compliance with the project rental assistance contract.

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### **COMPENSATION**

The owner shall pay to the Authority a monthly management fee, in accordance with the Management Agreement, on the first day of each month for the duration of the Management Agreement. The monthly fee shall be in accordance with HUD's approved Management Fees. The owner shall also pay to the Authority a monthly accounting/bookkeeping fee on the first day of each month for the duration of the Management Agreement. The monthly accounting/booking fee shall be in accordance with HUD's approved accounting/bookkeeping fee. The management fee and accounting/bookkeeping fee shall be amended in accordance with HUD's management and booking fee schedule updates.

### **FINANCIAL MANAGEMENT**

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

The Finance Director will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Director, or his/her designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts held by the Trustee, to the general ledger.

The Finance Director shall prepare monthly financial statements and present such to the Board of Commissioners of the Authority at the monthly Board Meetings.

The Finance Director shall prepare year-end financial statements within 45 days following the end of the fiscal year.

The Authority shall procure an independent audit of the general ledger and financial statements, in accordance with all regulatory requirements.

All financial records will be retained for five (5) years.

Records requested by HUD representatives will be made available upon request.

### **BUDGET**

At least 40 days prior to the commencement of each fiscal year, 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 202 Program of the United States Housing Act and any successor legislation thereto. Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Agreement.

All budgets, and any subsequent revisions, shall be reviewed by the Executive Director of the Authority and shall be filed with HUD and State of NJ as applicable.

Included in the budget shall be the management fees expected to be paid to the Authority, the anticipated audit fee, all amounts needed to maintain and operate the Project in accordance with the project rental

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assistance contract, the Management Agreement, and the Regulatory Agreement and all applicable HUD regulations.

### **RENT COLLECTIONS**

The Accounts Receivable Clerk shall perform rent collections. Monthly, the Affordable Housing Operations Director (AHO Director), or his/her designee, shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated and shall file same with Finance Director no later than the last business day of each month. On or about the 1<sup>st</sup> day of the month, the Finance Director, or his/her designees, rolls the month (which posts the rent and other charges to tenants' accounts).

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

The Accounts Receivable Clerk prepares and makes deposit, 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 receipt. Bank deposits may be made in night deposit. The Tenant Analytical functions as a manual control "Accounts Receivable" ledger. The Tenant Analytical is agreed to the electronic accounts receivable ledger each day collections occur.

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

### **PROJECT REVENUE**

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

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

### **PURCHASES**

The applicable Authority staff will perform procurement activities in accordance with the appropriate HUD and regulatory requirements.

The AHO Director, or his/her designee, will arrange for routine purchases for maintenance and repair of the building fixtures and equipment consistent with the Procurement Policy. The Executive Director, as

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Contracting Officer of the Authority, shall approve certain purchases prior to issuance of purchase order.

Non-routine purchases, such as replacement of equipment, betterments, and additions to the structure and equipment shall also have the prior approval of the Executive Director, shall be subject to availability of funds and shall be conducted in accordance with the approved budget.

### **ACCOUNTS PAYABLE**

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

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

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

The Executive Director of the Authority shall obtain prior approval from Shepherd's Farm Senior Housing 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/her designee, shall notify the Shepherd's Farm Senior Housing of any emergency as soon as possible.

### **AUDIT**

The Executive Director shall request proposals for an independent audit of Shepherd's Farm Senior Housing and Shepherd's Farm at West Deptford, Inc., in accordance with the appropriate HUD and regulatory requirements.

Annually, upon selection of an independent public accountant by the Shepherd's Farm Board of Directors, a contract for audit shall be awarded to a responsible firm submitting a proposal. The scope of the audit shall be consistent with Federal and State regulations as revised from time to time.

The staff of both the Authority and the corporation shall cooperate with Auditor to conclude audit in the earliest practical time. The audit shall be submitted to Shepherd's Farm within 60 days after the end of the fiscal year.

Shepherd's Farm shall cause the completed audit to be filed with HUD following approval of the Owners or the Audit Committee of the Owners and/or the Authority's Audit Committee.

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

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### OPERATION AND MAINTENANCE

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

Shepherd's Farm Senior Housing 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 shall consult with the Executive Director, prior to carrying out the law unless any imminent emergency threatens life or property.

Each unit shall be inspected using the Uniform Physical Conditions Standards (UPCS) at least annually. The completed inspection reports are filed in the tenant's file. All necessary repairs shall be performed in a timely manner. Tenants shall be charged for damage to their unit in excess of ordinary wear and tear in accordance with a posted schedule of charges.

The AHO Director or his/her 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 shall meet with the 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 Superintendent will be directed to mitigate the deficiencies.

The AHO Director and Superintendent 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, shall be responsible for the daily operations of the project.

The Superintendent shall supervise a staff consisting of one Building Maintenance Worker and others as assigned by the Executive Director.

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

- a)** Maintenance of a clean and safe building;
  - 1)** Repair/replacement of anything in disrepair;
  - 2)** Management of contracted services;
  - 3)** Elevator Maintenance;
  - 4)** Trash Removal;
  - 5)** Exterminator Service;
  - 6)** Grounds Maintenance;
  - 7)** Snow Removal;
  - 8)** Specialty Contracts; and
  - 9)** Others as determined by the Executive Director.
- b)** Management of Staff;
- c)** Maintenance of work order system;
- d)** Maintenance of Utilities and building systems;
- e)** Enforcement of lease with AHO Director;
- f)** Securing quotations for contracted services;
- g)** Preparing dwelling units for re-occupancy;
- h)** Orienting new tenants to the building and its rules and regulations;
- i)** Maintain the building, units, and grounds in accordance with the Authority's "Maintenance Policy";

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- j)** Perform inspections of the building, units, and grounds as necessary; and
- k)** Other duties as encompassed in job description or as assigned.

The Superintendent shall conduct an inspection in accordance with UPCS 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/her designee, for placement in tenant's file.

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

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 Superintendent will guide the new tenant through the unit and explain the location and operation of equipment.

### **NON-DISCRIMINATION POLICY**

Federal laws requires the Authority to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing. 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. The Authority will verify all requests for reasonable accommodations with a knowledge professional to ensure that the individual is disabled as defined under the law, a reasonable accommodation is necessary for a person with a disability to participate in and benefit from the Authority's programs or use the dwelling, and that these is an identifiable relationship, or nexus between the requested accommodation and the individual's disability. A reasonable accommodation will be granted unless such accommodation would result in a fundamental alteration of the Authority's program or an undue financial and administrative burden.

### **VAWA PROTECTIONS**

The Authority shall act in accordance with it's Violence Against Women's Reauthorization Act Policy to ensure applicants and tenants are provided the proper notice and protections under VAWA as required by law. These policies support and assist victims of domestic violence, dating violence or stalking and protect victims, as well as members of their family, from being denied housing or from losing their housing as a consequence of domestic violence, dating violence or stalking.

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### WAIT LIST MANAGEMENT

The wait list for Shepherd's Farm Senior Housing shall remain open unless the average wait is excessive, three years or more. At that time the wait list may be closed by Resolution of the Shepherd Farm Board of Directors. Opening and closing of the wait list shall be in accordance with HUD regulations governing Section 202 PRAC projects and the Affirmative Fair Housing Marketing Plan.

The Authority shall determine eligibility and select and admit applicant families into Shepherd's Farm Senior Housing in accordance with the terms of the project rental assistance 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.

Housing Authority of Gloucester County, Administrative Office

100 Pop Moylan Blvd., Deptford, New Jersey 08096

Or

online at [www.hagc.org](http://www.hagc.org)

The AHO Director 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, disabled (for the purposes of eligibility determination), or in need of a modified unit. The application forms are filed chronologically by date and time of application.

The administration of the waiting list shall be consistent with HUD regulations and this Management Plan. A local preference will be given to applicants, whose head, co-head, or spouse, at the time of registration, are residents of, working, or hired to work in the County of Gloucester, NJ. Please note the following with respect to specifically how the local preference shall be administered.

1. An applicant whose head, co-head, or spouse, is a resident of or works in Gloucester County 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 Gloucester County at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. The Authority must be able to obtain objective, third party documentation of the residence or employment at the time of application.
2. An applicant who lives and works outside of Gloucester County is not eligible for the local preference.
3. An applicant, who lives and works outside of Gloucester County 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 Gloucester County. The applicant must, at the time of eligibility determination, live or work within Gloucester County. The Authority must be able to obtain objective, third party documentation that the applicant has moved into or works within Gloucester County
4. An applicant who lives and works outside Gloucester County at the time their application is received by the Authority and subsequently notifies the Authority that they have moved into or begun working within Gloucester County; but is not a resident of or working within Gloucester County at the time of eligibility determination shall be denied a local preference.
5. An applicant who is homeless will receive a local preference if they can document to the satisfaction

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of the Authority that they lived or worked in Gloucester County immediately prior to becoming homeless.

Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability. For admission into Shepherd's Farm Seniors Housing, all applicants must meet the definition of an elderly family. According to HUD, Section 202 PRAC projects must serve households composed of one or more persons at least one of who is 62 years of age or more at the time of initial occupancy. If there are no applicants on the waiting list that require the amenities of a modified unit at the time of vacancy, the unit will be offered to the next eligible applicant on the list. This applicant is required to execute an agreement to transfer to another unit if the modified unit is needed by another resident or another applicant.

Applicants will be selected from the waiting list in chronological order based on date and time of application. Those applicants with a local preference shall be selected ahead of applicants who are not entitled to a local preference.

### **TENANT ELIGIBILITY AND SUITABILITY**

Eligibility shall be determined for applicants in accordance with HUD Occupancy Handbook 4350.3 REV-1.

The Authority shall perform independent third party verifications of family composition, family type, and income eligibility, and the need for an assistance animal, if applicable. Regarding assistance animals, the Authority will require the applicant or tenant to provide documentation from a knowledgeable professional verifying the disability and disability need for the assistance animal. Verification of citizenship and immigration status is not applicable. Collecting proof of the Social Security Numbers of applicants shall be performed in accordance with Section 3-9 of the 4350.3 REV-1. If after the first 60-day period, the applicant is unable to furnish the required social security number documentation, the Authority may extend the time period for an additional 60 days if the missing documentation is from a family member 62 years of age or older.

The Authority must determine the anticipated annual income for the household in accordance with the 4350.03 REV-1. Income should be calculated based upon an "Upfront Income Verification" as contained in HUD's Enterprise Income Verification System (EIV) or written, independent, third party verification. If written verification is not achieved, a verbal independent, third party may be used, but the information verified must be documented in writing. If verbal third party verification is unavailable, the Authority may use a tenant declaration. The Authority must supply written documentation to explain any instances where third party verification is not possible.

The anticipated annual income for the household must be at or lower than the very low-income limit, for the appropriate number of family members, as determined by HUD. (Income from all family members must be included except live-in aides, foster children or foster adults, and guests.) The income limits are established by HUD annually and published in the Federal Register. The Authority shall utilize the current income limits as published by HUD.

The applicants must be screened for drug-related and criminal activity in accordance with the Authority's One Strike & You're Out Policy. The Authority will perform criminal background checks and credit checks for all adult household members, 18 years and older. The Authority will also use the Dru Sjodin National Sex Offender database and criminal records information from a state or local agency to screen applicants for



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admission. Additionally, the Authority will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state. If the Authority proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the Authority will notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission.

In addition to be determining eligible for the program, such that the applicant family meets all the criteria for the program subsidy, the applicant family must be suitable for tenancy. Applicant families will be evaluated to determine whether, based on their past behavior, such behavior could reasonably be expected to result in non-compliance with the Housing Lease. The Authority defines recent conduct to include any conduct within the last five years. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have detrimental effect on the development environment, other tenants, the Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria. To determine suitability, the Authority will conduct in person interviews, criminal background checks, credit checks, use HUD's EIV System, contact prior landlords, rehabilitation centers and perform home visits.

### **The following factors may be the basis for denial:**

1. Credit FICO score of less than 500
2. Unexplained landlord/tenant court action(s) within last 3 years
3. Unpaid utilities on credit report or otherwise
4. Civil judgement(s) on unpaid rent or damages at a former address
5. Unpaid balance owed to any PHA
6. "One Strike"
7. Chapter 13 bankruptcy without trustee certification
8. Eviction within last 13 years, any public housing eviction, or termination from a Section 8 Certificate/Voucher/ Housing Choice Voucher Program
9. History of disturbing or endangering others or neighbors
10. History of damaging rental property
11. Negative Home Visitation Evaluation

The Authority may consider mitigating factors in evaluating suitability for tenancy. Upon the discretion of the AHO Director, or his/her designee, applicants who do not meet the Authority's tenant suitability criteria shall be denied admission to Shepherd's Farm Senior Housing.

The AHO Director, or his/her designee, shall make all offers to tenants for specific assignments to units, in writing, and shall maintain a written record all acceptance/rejections of all offers made. No more than two persons and a "live in aide" shall be assigned to any one-bedroom apartment at Shepherd's Farm Senior Housing.

Assignment to units shall be to the earliest applicant, by date and time of application, and with the following preferences.

### **ASSIGNMENT POLICY**

#### **A. Category 1 - 71 Non-Handicapped One Bedroom Apartments**

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Applicant families whose head, co-head, or spouse is elderly (age 62 or older) will first be selected.

### **B. Category 2- 4 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** – Applicants whose head or spouse is elderly (age 62 or older) and 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 4 units shall be assigned to elderly disabled families that need the specific features of the units.

A qualified medical doctor must provide written documentation of mobility impairment to the satisfaction of the Authority.

**NOTE** - Any “live in aide” must be verified as a reasonable accommodation by a knowledgeable professional and must vacate within thirty (30) days after termination of occupancy of the lessee as a written condition in the applicable lease prior to occupancy by the “live in aide”.

The AHO Director or his/her designee, shall maintain an ongoing list of files ready for assignment to vacated tenants apartments and shall complete all processing for final preparation for leasing in sequential order in accordance with the above preferences. The AHO Director, or his/her designee, shall prepare all lease documents, review lease and rules with new tenants, arrange for leasing the unit, coordinate leasing with Superintendent and orient tenant to applicable procedures.

### **PROCEDURES FOR DENIAL OF HOUSING**

If the applicant is ineligible for admission into Shepherd's Farm Senior Housing or denied admission into Shepherd's Farm Senior Housing due tenant suitability criteria, the AHO Director, or his/her designee, must document, in writing, the reasons for denial. The AHO Director, or his/her designee, must notify said applicant, in writing, of the denial and the reason for such denial. The applicant will also be notified in the letter of the right to request an informal review in accordance with the Authority's Grievance Procedures Policy.

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

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

### **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

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tenant rent. The AHO Director, or his/her designee, performs reexaminations, and the duties of other provisions in this section.

At least annually, each tenant family's income and family composition will be reexamined. This will constitute the annual reexamination. The AHO Director, or his/her designee, shall conduct all reexaminations commencing approximately 100 days prior to the anniversary date of the tenant's lease. The reexamination shall be conducted as required by the rules and regulations promulgated by HUD, as amended from time to time. Tenants are obligated to timely supply all documents requested by the Authority or HUD for use in a regularly scheduled reexamination of family income and composition. Tenants must also supply all required consent forms. All factors impacting tenant rent are subject to verification. For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

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

1. There is a change in family composition;
2. An increase in family income of more than \$200 per month;
3. An increase in allowances (e.g. a new disability expense); and
4. Most decreases in income.

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 1<sup>st</sup> 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 1<sup>st</sup> of the month after which the family has received 30 calendar days notice of such increase.

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

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

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

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

### **RENTS**

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

1. 30% of adjusted monthly income, as determined in accordance with regulations established by HUD; or

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2. 10% of gross monthly income, as determined in accordance with regulations established by HUD.

### **LEASE COMPLIANCE**

Tenants shall be governed by the terms of the Lease Agreement including all house rules, the Authority's Pet Policy, and the Authority's Smoke-Free Policy. The Authority's rights to remove or terminate assistance is established in the lease provisions. A resident family must notify the Authority when overnight guests will be staying in the unit for more than 7 days. A guest can remain in the unit no longer than 14 days in a 12 month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days)

### **SECURITY DEPOSITS**

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

### **FAIR HOUSING, EQUAL OPPORTUNITY AND PROJECT MARKETING**

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

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

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

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

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

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

The Authority shall manage Shepherd's Farm in compliance with Federal Fair Housing Laws, Civil Rights, and Nondiscrimination Requirements as applicable.

### **TENANT RELATIONS**

## **SHEPHERD'S FARM SENIOR HOUSING MANAGEMENT PLAN**

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

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

The lease used shall be consistent with Federal Laws, HUD regulations governing Section 202 PRAC projects and NJ State Law, as revised from time to time. The form of lease shall not be unnecessarily punitive.

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

### **SOCIAL SERVICES**

To the extent financially feasible, the Authority will operate a Congregate Services Program offering meals, housekeeping needs and 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.

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

**SHEPHERD'S FARM SENIOR HOUSING  
MANAGEMENT PLAN**