

<b>Streamlined Annual PHA Plan</b> <i>(High Performer PHAs)</i>	<b>U.S. Department of Housing and Urban Development</b> <b>Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226</b> <b>Expires 03/31/2024</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

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

**Definitions.**

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

A.	PHA Information.																										
A.1	<p> <b>PHA Name:</b> <u>Housing Authority of Gloucester County</u> <b>PHA Code:</b> <u>NJ204</u>  <b>PHA Type:</b> <input checked="" type="checkbox"/> High Performer  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>01/2024</u>  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Public Housing (PH) Units</b> <u>260</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>2055</u>  <b>Total Combined</b> <u>2316</u>  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> <b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. </p> <p> <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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<b>B.</b>	<b>Plan Elements</b>
<b>B.1</b>	<p><b>Revision of Existing PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last <b>Annual PHA Plan</b> submission?</p> <p>Y   N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Homeownership Programs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Safety and Crime Prevention.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element below: Please see Index of Attachments to FY2024 Annual Plan</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office Review.</p>
<b>B.2</b>	<p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y   N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers. Please see Index of Attachments to FY2024 Annual Plan</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p>
<b>B.3</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p>See attached Progress Report documenting HAGC's progress in meeting its Mission and Goals, as described in HAGC's 5-year Plan.</p>

<b>B.4.</b>	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>See attached HUD 50075.2 approved by HUD</p>
<b>B.5</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>C.</b>	<p><b>Other Document and/or Certification Requirements.</b></p>
<b>C.1</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y   N  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<b>C.2</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD-50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>C.3</b>	<p><b>Civil Rights Certification/Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p><i>Form 50077-ST-HCV-HP, PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>C.4</b>	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>

D.	<b>Affirmatively Furthering Fair Housing (AFFH).</b>						
D.1	<p><b>Affirmatively Furthering Fair Housing.</b></p> <p>Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" data-bbox="181 457 1456 1820"> <tr> <td data-bbox="181 457 1456 499"><b>Fair Housing Goal:</b></td> </tr> <tr> <td data-bbox="181 499 1456 909"> <p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p> <p>See attached HAGC's Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy</p> </td> </tr> <tr> <td data-bbox="181 930 1456 972"><b>Fair Housing Goal:</b></td> </tr> <tr> <td data-bbox="181 972 1456 1350"> <p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p> </td> </tr> <tr> <td data-bbox="181 1371 1456 1413"><b>Fair Housing Goal:</b></td> </tr> <tr> <td data-bbox="181 1413 1456 1820"> <p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p> </td> </tr> </table>	<b>Fair Housing Goal:</b>	<p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p> <p>See attached HAGC's Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy</p>	<b>Fair Housing Goal:</b>	<p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p>	<b>Fair Housing Goal:</b>	<p><u><i>Describe fair housing strategies and actions to achieve the goal</i></u></p>
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# Instructions for Preparation of Form HUD-50075-HP

## Annual Plan for High Performing PHAs

### A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

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

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

### B. Plan Elements.

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

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

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

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

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

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

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

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

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

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

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

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

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

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

☐ **HOPE VI.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD’s website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6). ([Notice PIH 2011-47](#))

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4)

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA’s last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD’s website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm). ([24 CFR §903.7\(h\)](#))

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

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD’s website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

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

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

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

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

**B.4 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR §903.7 \(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: “See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX.”

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

## C. Other Document and/or Certification Requirements

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further

fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

## **D. Affirmatively Furthering Fair Housing.**

### **D.1 Affirmatively Furthering Fair Housing.**

The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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

Public reporting burden for this information collection is estimated to average 7.02 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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## HOUSING AUTHORITY OF GLOUCESTER COUNTY

Index of Attachments for FY 2024 Annual Plan  
HUD-50075

The following is an index of files attached to the PHA Plan for FYE 12/31/2024 and the corresponding reference to the appropriate section of the form.

### **B.1**     **Annual Plan- Revision of PHA Plan Elements**

1. **Statement of Housing Needs and Strategy for Addressing Housing Needs.** See attached Statement Housing Needs.
2. **Deconcentration Policies and Other Policies that govern Eligibility, Selection and Admissions.** See attached Statement of Deconcentration, Section 8 Administrative Plan, Public Housing Admissions and Continued Occupancy Policy and Grievance Procedures Policy.
3. **Statement of Financial Resources.** See attachment Statement of Financial Resources.
4. **Rent Determination.** See attached Statement Regarding Rent Determination
5. **Homeownership Programs.** See attached Statement of Homeownership Programs.
6. **Safety and Crime Prevention Public Housing.** See Statement Regarding Safety & Crime Prevention in the Public Housing Program, HAGC's One Strike Policy, Resolution 22-05 Implementation of NJ Fair Chance in Housing Act and HAGC's VAWA Policy contained in HAGC's Section 8 Administrative Plan as Attachment I.
7. **Pet Policy.** See attached Pet Policy.
8. **Substantial Deviation.** See attached definition of Substantial Deviation.
9. **Significant Amendment/Modification.** See attached definition of Significant Amendment/Modification.

## **B.2 Annual Plan-New Activities**

### **Demolition and/or Disposition**

The Housing Authority of Gloucester County's (HAGC) plans to proceed with an application to HUD for approval to dispose of the 62 NJ204-1 Scattered Site homes operated under the Public Housing Program in accordance with Section 18 of the US Housing Act of 1937, as amended. The disposition serves the best interest of the NJ204-1 Scattered Site residents of HAGC and is consistent with the goals of HAGC, as the scattered site homes demonstrate unsustainability in operation and maintenance. The NJ204-1 Scattered Site homes are located far from one another and contain diverse maintenance systems that are difficult and costly to upkeep. The NJ204-1 Scattered Site homes also require significant modernization and upgrades requiring extensive labor and expense. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing to ensure protections for residents. The families who occupy the NJ204-1 Scattered Site homes will be better served through obtaining a Housing Choice Voucher (HCV). The voucher affords more flexibility to the families in selecting a unit appropriate for the family's unique needs based on employment, schooling, proximity to family members and community resources.

HAGC will conduct meetings with the NJ204-1 Scattered Site residents to inform the residents of HAGC's intent to dissolve the program and answer any questions. HAGC will facilitate connection between the current NJ204-1 Scattered Site residents and HAGC's homeownership coordinator to pursue homeownership opportunities.

### **Project Based Vouchers**

HAGC is partnering with Rowan College of South Jersey, Deptford Township, and Gloucester County in the development of a new 24-unit midrise apartment building for individuals with special needs. The soon-to-be developed one-bedroom units will house individuals with developmental and/or intellectual disabilities on the grounds of the Gloucester County Campus of Rowan College of South Jersey. The location of the housing will allow the residents to benefit from supportive services on the campus and will be designed to serve the needs of the residents. The building will also be equipped with on-site office space for both property management and supportive services, meeting spaces, laundry facilities, recreational community room and lounge spaces, and an outdoor recreational area. HAGC has awarded 24 Project Based Vouchers to the project, ensuring 100% of the units will be affordable to residents at or below 50% of Area Median Income of Gloucester County.

HAGC continues to focus on the expansion of quality affordable housing available for veterans and passed a resolution authorizing the execution of a Housing Assistance Payments Contract to offer project-based vouchers for veterans. In 2022 the West Deptford Apartments Project applied for and received 4% financing from the NJHMFA and has applied for additional funding from the NJEDA ASPIRE. HAGC has awarded 21 PBVs to this project, these units will be restricted to Veterans whose income is at or below 30% of the median income for Gloucester County.

Additionally, the Diocesan Housing Services Corporation of the Diocese of Camden, through the HUD 202 program, requested Project Based Vouchers (PBVs) in the Section 8 Housing Choice Voucher Program administered by the HAGC, these vouchers will support seniors (age 55+) who are homeless or are facing the threat of homelessness. HAGC initially awarded 5 PBVs to the Mews at St. Mary Project, located in Monroe Township, NJ and increased the award to up to 12 PBVs in August, 2023.

**B.3**    **Progress Report-** See attached Progress report on prior 5-year goals.

**B.4**    **Capital Improvements-** See HUD Form- 50075.2

**B.5**    **Most Recent Fiscal Year Audit-** See attached Schedule of Findings and Questioned Costs indicating no findings. The audit for the FYE 12/31/22 was performed by Bowman & Company, LLP Certified Public Accountants & Consultants.

**C.1**    **Resident Advisory Board (RAB) Comments-**See attached letter from the RAB to the HAGC Board of Commissioners containing comments of the RAB.

**C.2**    **Certification by State or Local Official,** See attached HUD Form 50077-SL.

**C.3**    **Certification Listing Policies and Programs that the PHA has revised since submission of its Last Annual Plan.** – See attached Form 50077-ST-HCV-HP

**C.4**    **Challenged Elements.** The Public has not challenged any elements of the Plan.

**D.1**    **Affirmatively Furthering Fair Housing.** See HAGC's Equal Opportunity and Affirmatively Furthering Fair Housing Policy addressing HAGC's fair housing strategies and action to achieve its goal of affirmatively furthering fair housing.



# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## STATEMENT OF HOUSING NEED

### AGENCY PLAN 2024

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

HAGC has successfully pursued additional affordable housing for the County when appropriate opportunities are available. Specifically, HAGC administers HOME funds for the County of Gloucester. The Gloucester County Board of Social Services refers families in danger of becoming homeless to the Authority. These families are unable to obtain services from other organizations throughout the County. Currently 5 families are on the wait list for HOME funds and 10 families are under contract and receiving assistance.

HAGC also maintains Targeted Section 8 Housing Choice Vouchers for eligible applicants who are homeless or imminently homeless. Additionally, the Diocesan Housing Services Corporation of the Diocese of Camden, through the HUD 202 program, requested Project Based Vouchers (PBVs) in the Section 8 Housing Choice Voucher Program administered by the HAGC, these vouchers will support seniors (age 55+) who are homeless or are facing the threat of homelessness. HAGC initially awarded 5 PBVs to the Mews at St. Mary Project, located in Monroe Township, NJ and increased the award to up to 12 PBVs on August 23, 2023.

HAGC was awarded a combined total of 24 Veterans Affairs Supportive Housing Choice Vouchers (HUD-VASH) for FY 2016 and FY 2017 which serve the housing needs of homeless veterans referred from the Corporal Michael J. Crescenz VA Medical Center in Philadelphia, PA. In May 2023, the VA provided a letter of support for HAGC to apply for additional VASH Vouchers and HAGC submitted the registration of interest to HUD on 6/1/23. HUD awarded an additional 10 VASH. HAGC accepted the additional award on 8/10/23. HAGC administers 19 Project-Based Vouchers at Camp Salute in Clayton, New Jersey serving veterans in partnership with People for People and Conifer Realty.

HAGC was also awarded funding through the 2018 Mainstream Voucher Program for non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. There was a public hearing in December 2019 and the Board adopted a local preference specifically to target this group, in accordance with the funded NOFA. As a result of increased funding from the CARES Act, HAGC was awarded additional Housing Assistance Payment funding from HUD to support additional Mainstream Vouchers which began leasing effective October 2020. HAGC applied for, and was awarded, 30 additional Mainstream Vouchers, effective 11/01/2022 and the current allocation is now 85.

HAGC continues to focus on the expansion of quality affordable housing available for veterans and passed a resolution authorizing the execution of a Housing Assistance Payments Contract to offer

project-based vouchers for veterans. In 2022 the West Deptford Apartments Project applied and received 4% financing from the NJHMFA and has applied for additional funding from the NJEDA ASPIRE in March 2023. HAGC has awarded 21 PBVs to this project, these units will be restricted to Veterans whose income is at or below 30% of the median income for Gloucester County.

HAGC is also focused on the expansion of housing opportunities for individuals with special needs and has partnered with Rowan College of South Jersey, Deptford Township, and Gloucester County in the development of a new 24-unit midrise apartment building for individuals with special needs. The soon-to-be developed one-bedroom units will house individuals with developmental and/or intellectual disabilities on the grounds of the Gloucester County Campus of Rowan College of South Jersey. The location of the housing will allow the residents to benefit from supportive services on the campus and will be designed to serve the needs of the residents. The building will also be equipped with on-site office space for both property management and supportive services, meeting spaces, laundry facilities, recreational community room and lounge spaces, and an outdoor recreational area. HAGC has awarded 24 Project Based Vouchers to the project, ensuring 100% of the units will be affordable to residents at or below 50% of Area Median Income of Gloucester County. On 7/11/23 GCHDC received a grant confirmation letter indicating GCHDC will receive a National Housing Trust Fund grant of \$7,365,746.

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

Housing for the elderly will generally be provided in concentrated multifamily settings to allow economies of scale in the operation of the development and provision of services. Housing for families, particularly those with children, will generally be provided on a non-concentrated basis and shall, to the maximum extent possible, remain invisible in the community in which it is located. Housing for the disabled will, to the maximum extent possible, meet the needs of the individual's particular disability and encourage community partnerships to address supportive services required to maintain housing.

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



Presently, the Section 8 Housing Choice Voucher (HCV) waiting list is only open for veterans as HAGC has targeted Section 8 vouchers for veterans to utilize and those who qualify for a Mainstream preference.

Please note the following according to the Gloucester County Consolidated Plan for fiscal years 2020-2024:

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

Affordable Rental housing for low-income and extremely low-income households continues to be in high demand due to the existing condition of the market rate units and the fact that market rents often translate into high housing costs burden for low-income families. Special Needs handicapped accessible housing assistance continues to be needed, especially for the frail elderly and physically disabled population. Likewise, affordable housing for families with children remains a need throughout the County as evidenced by the numbers of people experiencing overcrowding.

Renters between 0-30% AMI have the greatest percentage of having at least 1 or more of the four severe housing problems (lacks kitchen or complete plumbing, severe overcrowding, and severe cost burden). And, owners between 0-30% AMI have the greatest percentage of having at least 1 or more of the four severe housing problems. While Black, Asian, and Hispanic households have higher rates of one or more housing problems than the County as a whole, each does not have a disproportionately greater need as the rates are not 94.94% or higher. White households in this income bracket have a 83.6% rate of having housing problems, which is below the County rate. The only race/ethnicity that has a disproportionality greater need at 0-30% AMI, are American Indian, Alaska Native which has 100% of their households at this income level with one or more housing problems.

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

### Strategy for Addressing Needs

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

#### (1) Strategies

**Need: Shortage of affordable housing for all eligible populations**

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

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☐ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☒ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction

In accordance with a Resolution passed by the HAGC Board of Commissioners HAGC increased all Payment Standards up to 110% of the FY 2021 SAFMRs. Further, as authorized by 24 CFR 982.503, HAGC also continues to utilize a higher payment standard as a reasonable accommodation up to and including 120% of the published FMR for families that include a person with a disability. Due to lower-than-expected leasing rates nationwide, HUD issued a notice that would allow the increase of the payment standard up to 120% of the Small Area Fair Market Rents. HAGC requested the waiver to facilitate leasing and HUD approved the request. HAGC established the FY 2023 Payment Standards at the maximum allowable rate of 120%.

- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration

HAGC is evaluating measures to increase Section 8 Landlord participation and provide useful program information.

- ☐ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☒ Other (list below)

1. Participate in the Section 8 Homeownership Program to increase the number of affordable housing units available.
2. Expand housing opportunities for individuals with special needs and veterans by awarding PBVs to projects that service these populations.

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

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☐ Leverage affordable housing resources in the community through the creation of mixed - finance housing
- ☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- ☒ Other: (list below)

1. Participate in the Section 8 Homeownership Program to increase the number of affordable housing units available.
2. Expand housing opportunities for individuals with special needs and veterans by awarding PBVs to projects that service these populations.

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

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

Select all that apply

- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- ☐ Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- ☐ Employ admissions preferences aimed at families with economic hardships
- ☒ Adopt rent policies to support and encourage work
- ☐ Other: (list below)

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

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

Select all that apply

- ☐ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work  
HAGC amended its Admissions and Continued Occupancy Policy (ACOP) to address HUD's new regulations regarding over-income families in public housing, allowing over-income

families to continue to reside in their current public housing unit after a period of 24 consecutive months of being over-income at a market rate rent with no subsidy.

☐ Other: (list below)

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

- ☒ Seek designation of public housing for the elderly, as requested by the RAB
- ☐ Apply for special-purpose vouchers targeted to the elderly, should they become available
- ☒ Other: (list below)  
Public Housing Local Preference for elderly

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- ☐ Seek designation of public housing for families with disabilities
- ☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- ☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- ☒ Affirmatively market to local non-profit agencies that assist families with disabilities
- ☐ Other: (list below)  
Public Housing preference for disabled individuals over the age of 50  
PBV – 24 HCVs for Special Needs individuals

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

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

Select if applicable

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

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

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

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

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

(2) Reasons for Selecting Strategies

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

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

Despite Gloucester County's growing and diverse population, HAGC's Administrative Fee rates are among the lowest in the State of New Jersey. This presents a significant problem in adequately addressing the needs of the Section 8 Program. In FY2020, FY2021 and FY2022 HAGC applied to HUD through a Special Fees Application to request additional funding to support the program. In FY2023 HAGC applied to the Moving To Work (MTW) but was not selected on the lottery. Participation in the MTW program would have allowed HAGC the flexibility to implement and evaluate strategies to effectively assist more working families to access HAGC's self-sufficiency programs and incentives.

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## STATEMENT ON DECONCENTRATION OF POVERTY AND AFFIRMATIVELY FURTHERING FAIR HOUSING

### ANNUAL PLAN 2024

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

HAGC operates public housing funded in three increments: NJ204-1, NJ204-3, and NJ204-4.

NJ204-1 consists of 62 scattered site single family two, three, and four-bedroom homes. The homes were acquired in the early 1980s through the public housing acquisition without rehabilitation program. The homes were constructed from the 1930s to the 1970s. No two units are identical. They are located in middle income neighborhoods where nearly all households have income from employment. The neighborhoods where the NJ204-1 units are located do not have concentration of poverty. Only two of the houses are located in neighborhoods where minority families predominate. HAGC will review the statistics regarding the census tracts in which the public housing units are located annually in connection with the development of the Annual Plan. If any changes in the surrounding neighborhoods are detected, HAGC will consider a relevant change in policy at that time. While the public housing units are physically located in middle income neighborhoods, HAGC believes that future disposition in accordance with HUD PIH 2018-04 and 24 CFR 970, which codifies Section 18 of the Housing Act of 1937, serves the best interest of the residents of HAGC and is consistent to the goals of the PHA plan as the scattered site homes demonstrate unsustainability in operation and maintenance. HAGC will ensure protection of current residents by either proceeding with disposition at unit turn over only or acting in compliance with the Uniform Relocation Act.

NJ204-3, Carino Park Apartments, located in downtown Williamstown. There are 99 one-bedroom units with a preference for the elderly (age 62 or older) and near-elderly disabled (age 50 or older and disabled). The residents include some younger disabled households. Carino Park Apartments is in close proximity to City Hall, the Policy Department, and the Fire Department. It is one block from the main commercial area of Williamstown. There is a mixture of rental housing and homeowners in the vicinity. There are minority families in the surrounding area, but they do not predominate.

NJ204-4, Deptford Park Apartments, located in the center of Deptford Township. There are 99 one-bedroom units with a preference for the elderly (age 62 or older) and near-elderly disabled (age 50 or older and disabled). The residents include some younger disabled households. Deptford Park Apartments is within one block of the Township Hall and Police Department. The Deptford Fire Department and Administrative Office is next to the property. Commercial properties are located on the major thoroughfares close to Deptford Park. Much of the remaining property is occupied by single-family middle-income homeowners. The area is predominately non-minority.

According to the 2020-2024 Consolidated Plan for the County of Gloucester, the most important impediment to affordable housing is the lack of Federal and State resources for affordable housing initiatives. This impediment has been consistently identified by the County as the most important impediment for housing over the last 20 years. HAGC has clearly made efforts to overcome the lack of affordable housing as identified in the Gloucester County Consolidated Plan and has partnered with multiple organizations to serve veterans, special needs households and the homeless. HAGC is currently pursuing other avenues of creating and/or

managing affordable housing units within Gloucester County in an effort to overcome the lack of affordable housing in the County when the opportunities are available.

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

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

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

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

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

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

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

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

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

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



## **SECTION 8 ADMINISTRATIVE PLAN**

### **REVISED:**

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

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

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

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

**September 22, 2021, via Resolution #21-95**

**February 23, 2022, via Resolution #22-12**

**September 22, 2022, via Resolution #22-86**

**November 16, 2022, via Resolution #22-111**

**January 25, 2023, via Resolution #23-07**

**September 25, 2023, via Resolution #23-94**



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## **Article I.     General Provisions**

### **Section 1.01   Program Objectives**

The objectives of the Section 8 Housing Choice Voucher (HCV) Program, Moderate Rehabilitation Program, and Project-Based Voucher (PBV) Program (individually referred to as a “Program” and collectively referred to as “Programs”) are to house income eligible families in safe, sanitary, and affordable housing within the operating jurisdiction (“Operating Jurisdiction”) of the Housing Authority of Gloucester County (HAGC). Such housing shall be in accordance with the rules and regulations governing the Programs, the Department of Housing and Urban Development’s (HUD) Section 8 Regulations, as well as all federal, state and local fair housing laws and regulations.

### **Section 1.02   Administrative Authority**

This document serves as HAGC’s operational handbook for the implementation of the Programs, functions as HAGC’s Administrative Plan (“Plan”) and complies with all of the requirements of 24 *C.F.R.* §982.54, *Administrative Plan*. The Plan’s purpose is to provide guidance for the consistent application of the policies and procedures adopted by HAGC in its administration of the Programs.

### **Section 1.03   Extenuating Circumstances**

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

### **Section 1.04   File Maintenance**

In order to demonstrate compliance with HUD and other pertinent regulations, HAGC will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess HAGC operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits. HAGC maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. HAGC does not maintain paper files.

### **Section 1.05   Privacy Rights**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/HAGC will release family

information. HAGC shall require additional authorizations not covered by the HUD 9886 form as required for verifications. HAGC policy regarding release of information is in accordance with state and local laws that may restrict the release of family information.

### **Section 1.06 Attachments**

- A. HAGC Policies and Forms. HAGC policies and forms that are attachments to this Plan are independent of this Plan subject to a separate approval process and may be revised or replaced by HAGC without revising this Plan. If HAGC revises or replaces any HAGC policy or form that is an attachment to this Plan, upon approval of such revised or replacement policy or form by HAGC, the applicable attachment hereto shall be replaced with the approved, revised or replacement HAGC policy or form and shall be effective upon approval by HAGC, and HUD if applicable, of the revised or replacement policy or form.
- B. HUD Forms. HUD forms that are attachments to this Plan are independent of this Plan and may be revised or replaced by HUD without revising this Plan. If HUD revises or replaces any HUD forms that are attachments to this Plan, upon approval of such revised or replacement forms by HUD, the applicable attachment hereto shall be replaced with the approved, revised or replacement HUD form and shall be effective upon approval by HUD of the revised or replacement form. HUD forms may be used after the expiration date identified on the HUD form if no successor revised or replacement form has been approved by HUD.

### **Section 1.07 Housing Opportunity Through Modernization Act (HOTMA)**

All provisions of the Housing Opportunity through Modernization Act shall be fully implemented by January 1, 2025.

## **Article II. Fair Housing & Equal Opportunity**

### **Section 2.01 Non-Discrimination**

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

HAGC is committed to administering the Programs to ensure that individuals and households are not discriminated against because of their race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. HAGC will not use any of these factors to:

- A. Deny any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to participate in housing;
- B. Provide housing that is different from that provided to others;
- C. Subject anyone to segregation or disparate treatment;
- D. Restrict anyone's access to any benefit enjoyed by others in connection with the Programs;
- E. Treat a person differently in determining eligibility or other requirements for admissions;
- F. Steer an applicant or participant towards or away from a particular area;
- G. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the Programs;
- H. Discriminate in the provision of residential real estate transactions;
- I. Discriminate against someone because they are related to or associated with a member of a protected class; or
- J. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

### **Section 2.02 Assistance for Families Claiming Unlawful Discrimination**

If an applicant or participant believes that any family member has been discriminated against by HAGC or an owner, the family should advise HAGC. HUD requires HAGC to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, HAGC is required to provide the applicant or participant with information about how to file a discrimination complaint. The Fair Housing Act



prohibits discrimination in housing because of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, and marital status. People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity (FHEO) at (800) 669-9777 (voice) or (800) 877-8339 (TTY). Housing discrimination complaints may also be filed online by going to [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing), or by completing FHEO's HUD-903.1 Form and submitting the completed form by email to [ComplaintsOffice02@hud.gov](mailto:ComplaintsOffice02@hud.gov) or regular mail to New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10278. Persons who have alleged discrimination on the basis of the Fair Housing Amendment Act of 1988, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964 or Executive Order 11063, will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a Program participant) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. If consistent with the requirements of the Program, the Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide vacancy listings so that the applicant/participant may contact the apartment managers with vacant units to arrange appointments for the family to inspect such units. Assistance will also be provided in the exercise of the person's rights, including providing information on how to fill out and file a housing discrimination complaint. HAGC will keep a record of all complaints, investigations, notices, and corrective actions.

## **Section 2.03 Reasonable Accommodations Policy**

HAGC is committed to ensuring that the policies and procedures of its Programs and services do not deny individuals with disabilities the opportunity to participate in, or benefit from, those Programs and services. HAGC 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 and services. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of HAGC's Programs and services. This policy, as contained in this Section, will be provided during the Tenant Briefing Program.

### **A. Definitions**

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

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and

conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 *C.F.R.* §100.201.

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

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

#### B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation from HAGC at any time. The individual, or another person identified by the individual, should request a reasonable accommodation(s) by submitting a completed HAGC Reasonable Accommodation Request Form to HAGC’s Reasonable Accommodation Coordinator. The individual must explain what type of accommodation is needed to provide the individual with the disability full access to HAGC’s Programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular Program/service and individual may be found to be inappropriate for another Program/service or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well as the applicable law (see Subsection (D) below).

#### C. Verification of Reasonable Accommodation Request

Before providing an accommodation, HAGC must determine that the individual meets the definition of an individual with a **disability**, and that the individual needs the specific accommodation due to their disability and the accommodation is required for the individual to have equal access to HAGC’s Programs and services.

HAGC will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Licensed Health Care Professional. A Licensed Health Care Professional is a licensed physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse. HAGC must request only information that is necessary to evaluate the disability-related need for the accommodation. HAGC will not inquire about the nature or extent of any disability. In the event that HAGC does receive confidential information about an individual’s specific diagnosis, treatment, or the nature or severity of the disability, HAGC will properly dispose of or redact such personal health information.

In addition, HAGC may request that the individual, or the individual's Licensed Health Care Professional, provide suggested reasonable accommodations. If an individual's disability is obvious, or otherwise known to HAGC, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

**D. Denial of Request for Reasonable Accommodation**

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

**Section 2.04 Access to Services for Persons with Limited English Proficiency**

HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). An LEP person is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. HAGC's goal is to ensure meaningful access by the LEP person to critical services while not imposing undue burdens on HAGC. In order to determine the level of access needed by LEP persons, HAGC will act in accordance with HAGC's Language Assistance Plan and balance the following four (4) factors. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HAGC.

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by a Program;
- B. The frequency with which LEP persons come into contact with such Program;
- C. The nature and importance of the activity or service provided by such Program to people's lives; and
- D. The resources available to HAGC and costs.

### **Article III. Program Eligibility**

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

- A. Qualify as a family as defined by HUD and HAGC.
- B. Have income at or below HUD-specified income limits.
- C. Qualify on the basis of citizenship or the eligible immigrant status of family members.
- D. Contain at least one family member who is either a U.S. citizen or has eligible immigration status.
- E. Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is sixty-two (62) or older as of January 2010 and already under a Program.
- F. HAGC shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members.
- G. Consent to HAGC's collection and use of family information as provided for in HAGC-provided consent forms.
- H. Be represented by a head of household who is eighteen (18) or older or an emancipated youth at the time of application submission.
- I. Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (24 C.F.R. §5.612).
- J. HAGC must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or HAGC. Reasons for denial of admission are addressed in this Plan. These reasons for denial constitute additional admission criteria.
- K. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for eligibility processing for issuance of a voucher.

#### **Section 3.01 Definitions**

- A. Act: The Housing Act of 1937.
- B. C.F.R.: Code of Federal Regulations.

- C. Dependent: A dependent is a family member who is under eighteen (18) years of age or a person of any age who is a person with a disability or an FTS, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income. Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family fifty-one percent (51%) or more of the time. When more than one applicant or assisted family (regardless of Program) are claiming the same dependent(s) as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependent(s). If there is a dispute about which family should claim the dependent(s), HAGC will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the dependent(s) for income tax purposes.
- D. Disabled Family: A disabled family is a family whose head, co-head, spouse or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- E. Displaced Family: A displaced family is a family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief.
- F. Elderly Family: An elderly family is a family whose head, co-head, spouse, or sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age living together, or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.
- G. Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
  2. A group of persons residing together, and such group includes, but is not limited to:
    - (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - (b) An elderly family;
    - (c) A near-elderly family;
    - (d) A disabled family;
    - (e) A displaced family; and

- (f) The remaining member of a tenant family.
- H. Family Share: Family share shall mean the portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. HAGC may not use the housing assistance payment or other Program funds (including the administrative fee reserve funds) to pay any part of the family share. Payment of the family share is the responsibility of the family.
- I. Full-Time Student (FTS): An FTS is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be deemed an FTS is defined by the educational institution.
- J. HAP contract(s): Housing Assistance Payments Contract(s).
- K. Head of Household: Head of household means the adult member of the family who is considered the head for the purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under a Program, alone or in conjunction with the co-head or spouse. The head of household must have the legal capacity to enter into a lease under state and local law. The family may designate any qualified family member as the head of household.
- L. Household: Household is the broader term that includes additional people, who with the permission of HAGC live in the assisted unit, such as live-in aides, foster children and foster adults.
- M. Near-elderly family: A near-elderly family is a family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62), living with one or more live-in aides.
- N. Operating Jurisdiction: The following Gloucester County communities participating in the Programs: Clayton (Boro.), Deptford (Twp.), East Greenwich (Twp.), Elk (Twp.), Franklin (Twp.), Glassboro (Boro.), Greenwich (Twp.), Harrison (Twp.), Logan (Twp.), Mantua (Twp.), Monroe (Twp.), National Park (Boro.), Paulsboro (Boro.), Swedesboro (Boro.), Washington (Twp.), West Deptford (Twp.), Westville (Boro.), Woodbury (City), Woodbury Heights (Boro.) and Woolwich (Twp.).
- O. Other Adult: Other adult means a family member, other than the head, spouse or co-head who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.
- P. Person with disabilities.
1. Means a person who:

- (a) Has a disability as defined in 42 *U.S.C.* 423 regarding disability insurance benefit payments;
  - (b) Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
    - (i) Is expected to be of long-continued and indefinite duration;
    - (ii) Substantially impedes his or her ability to live independently; and
    - (iii) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - (c) Has a developmental disability as defined in 42 *U.S.C.* 6001 regarding programs for individuals with developmental disabilities.
- 2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
  - 3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
  - 4. Means “individual with handicaps”, as defined in 24 *C.F.R.* §8, for purposes of reasonable accommodation and program accessibility for persons with disabilities.
- Q. PHA: Public Housing Authority.
- R. Plan: HAGC’s Section 8 Administrative Plan.
- S. Programs: HAGC’s HCV Program, Moderate Rehabilitation Program, Project-Based Voucher Program, HUD-Veterans Affairs Supportive Housing (HUD-VASH) Program and Mainstream Voucher Program. Each of the Programs may be individually referred to herein as a “Program”.
- T. Spouse and Co-Head: a family may have a spouse or co-head but not both. Spouse means the marriage partner of the head of household. A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under a Program, but who is not a spouse. A family can have only one co-head.

### Section 3.02 Pre-Applications

HAGC will receive and process applications in a way that treats all applicants fairly and consistently. At the discretion of the Executive Director, HAGC will accept pre-applications for assistance on an as needed basis. The Executive Director will review the waiting lists and

determine whether pre-applications will be accepted and the length of time to accept pre-applications. Pre-applications will only be accepted by mail at:

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

OR

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

Pre-applications for the HUD-Veterans Affairs Supportive Housing Program only may also be accepted via email from the U.S. Department of Veterans Affairs (VA).

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

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

### **Section 3.03 Organization of Waiting List**

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

### **Section 3.04 Opening and Closing of Waiting Lists**

The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the waiting lists, and whether the waiting list includes a sufficient



number of extremely low-income families. See attached Equal Housing Opportunity and Affirmatively Furthering Fair Housing Policy for HAGC's practice on encouraging full participation of the public when the waiting lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available Program funding, HAGC may stop accepting new applications and close the waiting lists.

### **Section 3.05 Notification of Selection from Waiting Lists**

Families selected from the waiting lists will be notified of their selection by a written communication, the method of which is selected by the family in the application ("Housing Eligibility Interview Letter"). The Housing Eligibility Interview Letter will inform the family of how to proceed with scheduling an interview ("Housing Eligibility Interview"), that the Housing Eligibility Interview will be conducted by phone, and when, what and how documents are to be supplied to HAGC in order to proceed to a Housing Eligibility Interview. Failure to provide all documents required by the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist may result in Housing Eligibility Interview cancellation, denial of assistance, and/or removal from the waiting lists. In accordance with the Housing Eligibility Interview Letter, families must respond to HAGC within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter to schedule a Housing Eligibility Interview. If the Housing Eligibility Interview Letter is returned to HAGC with no forwarding address, the family will be removed from the waiting lists and a notice of denial of assistance will be sent to the family's address of record.

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

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

### **Section 3.07 Preferences**

Information provided to HAGC in support of a preference must be verified by HAGC pursuant to Section 7.06 of this Plan. Preferences shall be verified during the pre-application process, except for the residency preference which shall be verified at the time of application.

#### **A. State Preferences**

##### **1. Veterans and Surviving Spouses Preference (*N.J.A.C. 5:40-2.2*)**

For existing projects or housing vouchers administered by HAGC, where an open waiting list for housing units exists, or where such a list is opened or reopened in the future to accept additional applications, a preference must be created for veterans and surviving spouses. For future housing projects or housing vouchers undertaken by HAGC, a housing preference must be created for veterans and surviving spouses. These preferences shall take priority over all other preferences. Within the preference

for veterans and surviving spouses, HAGC shall provide a priority to applicants in the following order:

- (a) Veterans who are both homeless and disabled (eligible applicants will be awarded seventy-five (75) preference points);
- (b) Homeless veterans (eligible applicants will be awarded fifty (50) preference points); and
- (c) Disabled veterans. The preference for disabled veterans shall include family members who are the primary residential caregivers to such veterans and who are residing with them (eligible applicants will be awarded twenty-five (25) preference points).

Veterans and surviving spouses must meet all eligibility criteria for a housing project or housing voucher. Veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable”.

#### B. HAGC Established Local Preferences

HAGC has established a system of local preferences for the selection of families admitted to the Program. The preferences affect the order of applicants on the waiting list but do not make anyone eligible who was not otherwise eligible.

##### 1. Residency Preference

###### (a) Eligibility for Residency Preference

A residency preference will be given to applicants whose head, co-head, or spouse are residents of, or are working or hired to work in, the Operating Jurisdiction.

- (i) An applicant who is a resident of or works in the Operating Jurisdiction on the day their application is received by HAGC will be eligible for the residency preference. If the applicant no longer resides or works in the Operating Jurisdiction at the time of eligibility determination, such applicant retains the residency preference effective the date the application was received by HAGC.
- (ii) An applicant who is homeless will receive a residency preference if such applicant can document to the satisfaction of HAGC that such applicant resided or worked in the Operating Jurisdiction immediately prior to becoming homeless.
- (iii) Applicants who have been notified that they are hired to work in the Operating Jurisdiction are treated as residents of the Operating Jurisdiction.

- (iv) An applicant who resides and works outside the Operating Jurisdiction on the day their application is received will be entitled to the residency preference if such applicant notifies HAGC in writing that such applicant moved into or began working in the Operating Jurisdiction. The applicant must, at the time of eligibility determination, live or work within the Operating Jurisdiction.

Eligible applicants will be awarded one (1) preference point.

(b) Verification of Residency Preference

To be entitled to a residency preference, applicants must submit at the time of application objective, third party documentation of their residence or employment. All documents received to verify a residency preference must be dated and current. To be considered “current” a document must not be dated more than sixty (60) days before the date of the application. All certifications from a third party (including facsimile transmissions) must be on the agency’s letterhead, dated and signed by the appropriate representative of the agency. See Section 7.06 of this Plan for documents which are acceptable forms of proof of residency.

(c) Glassboro/Woolwich Township/Franklin Township Residents

Pre-applications received for Glassboro residents registered prior to 3/25/09, Woolwich Township residents registered prior to 12/21/10, and Franklin Township residents registered prior to 8/1/16 will obtain a residency preference if the client re-registers. A letter indicating that HAGC is updating information with the new date and time with a residency preference will be mailed to the client. The new application date and time with a residency preference will be used in order to benefit the client. Clients updating information that are still residing in Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.) and are working within the Operating Jurisdiction other than Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.) will obtain a residency preference, regardless of their application date. Clients updating information that do not live in Franklin (Twp.), Glassboro (Boro.) or Woolwich (Twp.), do not have a residency preference and notify HAGC that they are now living and/or working in Franklin (Twp.), Glassboro (Boro.), Woolwich (Twp.) or any other area within the Operating Jurisdiction will obtain a residency preference.

2. Mainstream Voucher Preference

The mainstream voucher preference is for the Mainstream Voucher Program that serves clients who are non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. A non-elderly person with disabilities is a person eighteen (18) years of age or older and less than sixty-two (62) years of age, and who:

- (a) Has a disability, as defined in 42 U.S.C. 423;

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

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

### 3. Veterans and Surviving Spouses Preference

A veteran's preference will be given to non-homeless, nondisabled veterans and surviving spouses. Such veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than "dishonorable". Eligible applicants will be awarded ten (10) preference points.

### 4. Lease In Place Preference

Any household renting in a non-relative owned, NSPIRE (National Standards for the Physical Inspection of Real Estate) compliant unit located in the Operating Jurisdiction will receive preference if such household leases in place into the Program. Participants must remain in such units for a minimum of one year. Eligible applicants will be awarded three (3) preference points.

## Section 3.08 Targeted Housing Choice Vouchers

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

- A. Applicants certified as living in transitional housing.
- B. Applicants certified as living in housing that is not affordable, according to the Gloucester County Division of Social services.

- C. Applicants certified as receiving temporary rental assistance or who are certified as eminently homeless by GCDSS.
- D. Applicants verified as homeless in accordance with Section 7.06 of this Plan.
- E. Applicants certified as having graduated from group residence.
- F. Applicants who are disabled and under the age of sixty-two (62) years; Applicants who are disabled and under the age of sixty-two (62) years and have been denied public housing due to HAGC's designated housing plan approved by HUD.
- G. Families displaced because of demolition or disposition of a public housing project.
- H. Families residing in HUD-owned multifamily rental housing project when HUD sells, forecloses, or demolishes the project.
- I. Applicants certified as United States Veterans, to assist United States Veterans who possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from services is other than "dishonorable" and their surviving spouses. Including family members who are the primary residential caregivers to such veterans and who are residing with them.
- J. Applicants certified as a Victim of domestic violence.

### **Section 3.09 HUD - Veterans Affairs Supportive Housing (VASH) Vouchers**

HAGC administers HUD-VASH Vouchers for homeless veterans referred from the Corporal Michael J. Crescenz VA Medical Center in Philadelphia, PA. The local Veterans Affairs Medical Center, the Corporal Michael J. Crescenz VA Medical Center, is responsible for referring eligible homeless veterans to HAGC. All determinations regarding a veteran's homeless status are made by the VA Medical Center. After the VA Medical Center refers a homeless veteran to HAGC, HAGC will determine income eligibility and screen for lifetime sex offender registrants.

### **Section 3.10 Continuously Assisted Families**

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

### **Section 3.11 Family Consent to Release of Information**

HUD requires each adult family member and the head of household, spouse, or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent form as needed to collect information relevant to the family's eligibility

and level of assistance. HAGC must deny admissions to the Programs if any member of the applicant family fails to sign and submit required consent forms.

### **Section 3.12 Citizenship Status**

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

### **Section 3.13 Social Security Numbers**

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

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

### **Section 3.14 College Students Enrolled in Institutions of Higher Education**

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

student's eligibility. An Institution of Higher Education shall have the meaning as defined in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

HAGC will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met: The individual is of legal contract age under state law. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student. To be considered an independent student according to the U.S. Department of Education, a student must meet one or more of the following criteria:

- A. Be at least twenty-four (24) years old by December 31 of the award year for which aid is sought;
- B. Be an orphan or a ward of the court through the age of eighteen (18);
- C. Be a veteran of the U.S. Armed Forces;
- D. Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
- E. Be a graduate or professional student;
- F. Be married;
- G. The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms;
- H. The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided;
- I. The individual is classified as a Vulnerable Youth, meeting HUD's definition of Vulnerable Youth; or
- J. The individual is a student for whom a financial aid administrator makes a document determination of independence by reason of other unusual circumstances.

### **Section 3.15 Screening for Drug Abuse and Other Criminal Activity**

- A. HAGC will obtain criminal conviction records from law enforcement agencies to screen applicants for Program admissions. HAGC will request applicant families to submit a consent form signed by each adult household member for the release of criminal conviction records. HAGC must impose permanent bans, on the following two (2) classes of applicants:

1. applicants who have been convicted of manufacturing methamphetamine on federally assisted property; and
2. applicants who are required to register as sex offenders for life in any state. HAGC is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located as well as any other state where the household member resided. HAGC will use the Dru Sjodin National Sex Offender database and any other state sex offender database to screen applicants. HAGC will also ask whether the applicant or any member of the applicant's household is subject to a lifetime registration requirement in any state.

If HAGC proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, HAGC will notify the household of the proposed action and will provide the subject of the record, a copy of the record and an opportunity to dispute the accuracy and relevance of the information.

- B. HAGC will also determine whether an applicant has ever been evicted from federally assisted housing for drug-related criminal activity. If such an eviction took place in the past three (3) years, the applicant must be denied unless he can show either:

1. He/she has successfully completed drug rehabilitation; or
2. The circumstances that led to the prior eviction no longer exist (e.g., the death or incarceration of the person who committed the drug-related criminal activity).

If, however, the eviction took place more than three (3) years prior to the application, HAGC has the discretion to admit the applicant.

- C. Applicants who currently use illegal drugs or abuse alcohol are also prohibited. HAGC must deny admission where HAGC has reasonable cause to believe that a household member's (1) illegal use of a controlled substance, (2) abuse of alcohol, or (3) pattern of illegal use of controlled substance or alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- D. See HAGC's "One Strike and You're Out" Policy for a complete list of all prohibited activity resulting in a denial of assistance or termination of household and HAGC's policy and procedures governing denials/terminations on the basis of drug-related and other criminal activity.



## **Article IV. Income Eligibility**

### **Section 4.01 Income Criteria**

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

#### **Income Definitions:**

- A. Extremely Low-Income Family: A family whose annual income does not exceed the higher of:
  - 1. The poverty guidelines established by the U.S. Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or
  - 2. Thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
- B. Very Low-Income Family: A family with an anticipated annual income that does not exceed fifty percent (50%) of median income.
- C. Low Income Family: A family with an anticipated annual income does not exceed eighty percent (80%) of median income.

### **Section 4.02 Income Limit**

- A. HCV Program. At least seventy-five percent (75%) of the families who are admitted to the HCV Program during HAGC's fiscal year must be extremely low-income. Income limits are determined by HUD.
- B. Moderate Rehabilitation Program. Not less than forty percent (40%) of new families admitted into the Program must be extremely low income. In order to achieve the income targeting requirement of forty percent (40%) of new admissions, families with incomes greater than thirty percent (30%) of the area median income will be temporarily skipped on the waiting list. Once at least forty percent (40%) of the new admissions into each project have incomes at or below thirty percent (30%) of the area median income, the families that had been temporarily skipped may be admitted in accordance with the following limitations. Since all of the HAGC's Moderate Rehabilitation projects were established after 1981, the anticipated annual income of not more than fifteen percent (15%) of the new families admitted must not exceed eighty percent (80%) of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least forty percent (40%) of the new admissions

must have incomes at or below thirty percent (30%) of the area median income, no more than fifteen percent (15%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).

### **Section 4.03 Income Targeting**

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

### **Section 4.04 Calculating Income**

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

#### **Definitions:**

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

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

- B. **Alimony and Child Support:** Alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, HAGC must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for sixty (60) consecutive days. HAGC will accept as verification that the family is receiving an amount less than the award if:

1. HAGC receives verification from the agency responsible for the enforcement of collection; or
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

Direct pay child support arrangements must be verified and accompanied with proof of the current address of the payer. HAGC may require a court enforced order if HAGC is not able to verify the direct pay arrangement.

- C. Verifying income: HAGC shall utilize the following verification hierarchy and techniques to verify income in accordance with HUD Notice PIH 2017-12 and any subsequent guidance issued by HUD:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	<b>Highest</b> (Optional)
4	Written Third Party Verification	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by HAGC; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	<b>Low</b> (Mandatory if written third party verification is not available)
1	Tenant Declaration	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification)

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, HAGC may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, HAGC is required to document in the family file the reason(s) why third party verification was not available.

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

#### **Section 4.05 Deductions**

- A. Dependent Deduction. A deduction of \$480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of eighteen (18) or who is eighteen (18) or older and is a person with disabilities or an FTS. Foster children, foster adults, and live-in aides are never considered dependents.
- B. Elderly or Disabled Family Deduction. A single deduction of \$400 is taken for any elderly or disabled family.
- C. Medical Expense Deduction. Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent (3%) of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least sixty-two (62) or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at 24 *C.F.R.* §5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.” The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.
- D. Disability Expense Deduction. Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:
1. Are necessary to enable a family member eighteen (18) years or older to work;
  2. Are not paid to a family member or reimbursed by an outside source;
  3. In combination with any medical expenses, exceed three percent (3%) of annual income; and
  4. Do not exceed the earned income received by the family member who is enabled to work.

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

E. Child Care Expense Deduction. HUD defines childcare expenses at 24 *C.F.R.* §5.603(b) as follows:

Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the childcare expense being allowed by HAGC. If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be an FTS, but the time spent in educational activities must be commensurate with the childcare claimed. If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. The type of care to be provided is determined by the assisted family. HAGC may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.

## **Article V. Denial of Assistance**

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

### **Section 5.01 Mandatory Denial of Assistance**

HAGC must deny assistance under the Programs if:

- A. Any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three (3) years. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement was required. However, HAGC may admit the family if it is determined that he/she has successfully completed an HAGC approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist.
- B. HAGC determines that any household member is currently engaged in illegal use of a drug. HAGC defines currently engaged to mean the use of illegal drugs during the previous six (6) months.
- C. HAGC determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, HAGC will consider all credible evidence, including but not limited to, records of conviction, treatment providers, community-based organizations and eviction records.
- D. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.

- E. Any member of the household is subject to a lifetime state sex offender registration program requirement. Applicant families will have the opportunity to remove the individual from the household.
- F. The SSN disclosure requirements are not met.
- G. Any family member fails to sign and submit required consent forms for obtaining information.
- H. No family member establishes citizenship or eligible immigration status.
- I. Any family member fails to meet the eligibility requirement concerning individuals enrolled at an institution of higher education.
- J. The family does not provide information that HAGC or HUD determines necessary in the administration of a Program.
- K. The family does not provide complete and true information to HAGC.

#### **Section 5.02 Authority to Deny Assistance**

- A. Criminal Activity. HAGC may prohibit admission of a household to the Program if it is determined that any household member is currently engaged in, or has engaged in during the last three (3) years before the admission:
  - 1. Drug-related criminal activity;
  - 2. Violent criminal activity;
  - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity; or
  - 4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of HAGC (including an HAGC employee or an HAGC contractor, subcontractor or agent).

See HAGC's One Strike and You're Out Policy.

- B. Other Non-Compliant Conduct. HAGC may deny assistance to an applicant family if:
  - 1. The family violates any family obligations under a Program.
  - 2. Any family member has been evicted from federally assisted housing in the last five (5) years.

3. If a PHA, including HAGC, has previously terminated assistance under a Program for any member of the family.
4. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. The family owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act.
6. The family has not reimbursed HAGC or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease unless the family repays the full amount of the debt prior to being selected from the waiting list.
7. The family breaches an agreement with HAGC to pay amounts owed to HAGC, or amounts paid to an owner by HAGC, unless the family repays the full amount of the debt prior to being selected from the waiting list.
8. Any family member has engaged in or threatened abusive or violent behavior toward HAGC staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence.
9. The family has negatively ended participation, or any negative status (i.e., abandoned unit, fraud, serious lease violations, criminal activity, etc.) from previous participation, in any federal housing program.



## **Article VI. Removal from Waiting Lists**

### **Section 6.01 Reasons for Removal**

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

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

If an applicant does not respond to HAGC's request for information or update because of a disability, the applicant will be reinstated to the waitlist in accordance with Section 2.03 of this Plan.

### **Section 6.02 Procedures for Removal**

All applicants will be notified by written communication, the method of which is selected by the applicant in the application, of HAGC's intention to remove the applicant from the waiting list. The notice will contain a brief statement of the reasons for the decision. The communication further explains the applicant family's right to an informal review to dispute the removal, which must be requested by the family, in writing, within thirty (30) calendar days of the date of the letter. For applicants on the HCV waiting list, those who decline one form of assistance for another do not lose their place on the waiting list. The Violence Against Women Act of 2013 (VAWA) and HUD Regulations prohibit HAGC from denying an applicant admission to the Programs on the basis

that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission. See attached HAGC's VAWA Policy.

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## **Article VII. Issuance of Assistance**

### **Section 7.01 Housing Eligibility Interview**

When selected from the waiting lists, the family is interviewed by HAGC to determine Program eligibility. Families must schedule a Housing Eligibility Interview within fourteen (14) calendar days of the date of the Housing Eligibility Interview Letter and participate in the Housing Eligibility Interview where all documentation requiring signatures are signed by the appropriate family members. The family will be notified in the Housing Eligibility Interview Letter and attached Housing Eligibility Document Checklist of the required documents to provide to HAGC prior to the Housing Eligibility Interview (see also Section 3.05 of this Plan). Following the Housing Eligibility Interview, the family will have up to seven (7) calendar days to provide any additional, requested information to HAGC. During the Housing Eligibility Interview, the family will be provided with an explanation of the Program including the family's responsibilities while receiving assistance. After the Housing Eligibility Interview, the family's income, assets, medical costs, childcare costs, disability, handicap or student status, qualification for preferences (if any), Social Security Numbers, eligible immigration status and any other facts impacting Program eligibility, will be verified in accordance with HUD's hierarchy of verification (see Section 4.04(C) of this Plan). The family will be informed of a final eligibility determination when all information is verified. HAGC must obtain verification of eligibility no more than sixty (60) days before initial issuance of a voucher. Failure to participate in the Housing Eligibility Interview, or timely provide all requested documents or information, may result in interview cancellation, denial of assistance and/or removal from the waiting lists. Being invited to participate in a Housing Eligibility Interview does not constitute approval or admission to any Program.

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

If after appropriate verification, the family is determined income eligible (calculated in accordance with federal laws and regulations), as determined by HUD, and the family satisfies all eligibility requirements, the family will be invited to participate in a "Tenant Briefing Program" (TBP). During the TBP the family will be provided an oral briefing to ensure the family understands the way the applicable Program operates and the family's obligations under such Program.

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

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

Upon successful participation in the TBP Class the family will be issued a voucher for participation in the Program. In the event the oral briefing is conducted remotely, the voucher may be sent to

the participant via electronic communication ensuring the proper protection of personally identifiable information.

The voucher will include the unit size for which the family qualifies based on HAGC's Subsidy Standards as well as the issue and expiration date of the voucher. The voucher is the document which authorizes the family to begin its search for a unit. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. HAGC will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings without HAGC's approval will be denied assistance.

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

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

### **Section 7.03 Subsidy Standards**

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

- A. Requirements: The subsidy standard must provide for the smallest number of bedrooms needed to house the family without overcrowding, must comply with NSPIRE space requirements, and must be applied consistently for all families of the same size and composition. HAGC will apply the following subsidy standards:

#### **Voucher Size    Household Size**

0-bedroom:	1
1-bedroom:	1-2
2-bedroom	2-4
3-bedroom	4-6
4-bedroom	6-8

5-bedroom	8-10
6-bedroom	10-12

HAGC will assign one bedroom for each two persons within the household, except in the following circumstances:

1. Persons of opposite sex (other than spouses/domestic partners/persons residing together as a couple, and children under 6) will be allocated separate bedrooms.
  2. Live-in aides will be allocated a separate bedroom; no additional bedrooms are provided for the live-in aide's family.
  3. Single person families will be allocated one bedroom.
  4. A single pregnant woman with no other family members must be treated as a two-person family.
  5. Adults of different generations (defined as at least eighteen (18) years difference) will be allocated separate bedrooms.
  6. Adults (age eighteen (18) years or above) and children will not be required to share a bedroom.
  7. Foster adults and children will not be required to share a bedroom with a family member.
- B. Exceptions: HAGC will consider requests for an exception to the subsidy standards on a case-by-case basis. The family must request an exception to the subsidy standards in writing. The request should explain the reason for the request and how a larger/smaller unit would improve the current circumstances of the household. HAGC may grant an exception from the established subsidy standards if it is determined that an exception is justified because of the age, sex, health, handicap, or relationship of household members or other personal circumstances. However, for a single person, other than a disabled or elderly person or remaining family member, the exception may not override the limitation that family unit size for any family consisting of a single person must be either a zero or one-bedroom unit.
- C. Live in Aides: A live-in aide is defined as a person approved by HAGC who resides in the unit to care for a "family member" who is disabled or at least fifty (50) years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. A request for a live-in aide shall be initially treated as a Reasonable Accommodation Request pursuant to Section 2.03 of this Plan. Approval of a Reasonable Accommodation for a live-in aide by the HAGC Reasonable Accommodation Coordinator is not the approval of the person identified by the family to serve as the live-in aide. After approval of the Reasonable Accommodation Request, the person identified by the family to serve as the live-in aide shall be approved in advance in

writing by the family's processor in accordance with the attached HAGC Live-In Aide Policy. Thereafter, the family's processor shall verify compliance with HAGC's Live-In Aide Policy during each reexamination so long as the approved live-in aide is needed. If at any time the approved live-in aide is replaced, the person identified by the family to serve as the replacement live-in aide shall be approved in advance by the family's processor as provided above. If multiple live-in aides are needed, the HAGC Reasonable Accommodation Coordinator shall approve of multiple live-in aides as a Reasonable Accommodation. Thereafter, the persons identified by the family to serve as multiple live-in aides shall each be approved in advance as provided above.

In the event of moves, termination or death of the participant, live-in aides will not be considered as a remaining member of the tenant family. Occasional, intermittent or rotating care givers typically do not meet the definition of a live-in aide. A live-in aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards.

## **Section 7.04 Housing Choice Voucher**

### **A. Submission of Requests for Tenancy Approvals**

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

### **B. Requests for Extension**

The initial term of a Housing Choice Vouchers is sixty (60) days. If a household fails to submit an RFTA within the sixty (60) day term, the household may request an extension. The voucher will be extended for an additional term of up to sixty (60) days upon written request by the voucher holder. Such request must be received by HAGC prior to the initial expiration date. The length of the extended term will be at the discretion of the Intake Supervisor, or designee. In determining the length of the extension, the Intake Supervisor shall consider the totality of the circumstances including the cause of the delay and reasonable efforts to secure housing during the delay. It is recognized by HAGC that many factors influence how quickly a voucher holder can lease an acceptable unit. Illness, the

weather (winter snow or summer heat), lack of public or private transportation, employment commitments, demands of children, disability, and other factors may delay the search for housing. HAGC may require applicants to submit periodic progress reports regarding their status on leasing a unit. When the family's voucher expires (including any extensions), the family is no longer eligible to search for housing assistance under the Program and will be removed from the waiting list. Issuance of additional voucher extension(s) will be at the discretion of the Executive Director, or a designee, for voucher holders experiencing extraordinary circumstances preventing them from leasing a unit, and who have submitted a request in writing, substantiated with evidence of their failed leasing attempts.

HAGC shall extend the voucher term up to a term reasonably required to make the Program accessible to a disabled family as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor. Approval by HAGC's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required under such circumstances.

#### **Section 7.05 Limitations on Non-Residents**

Applicants considered Non-Residents of the Operating Jurisdiction at the time of registration must lease a unit within the Operating Jurisdiction during the initial year.

#### **Section 7.06 Verification of Information**

HAGC will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorizations from the family in order to collect the information. Applicants and Program participants must cooperate with the verification process as a condition of receiving assistance. HAGC will follow the verification hierarchy process under Section 4.04(C) of this Plan.

The table below lists factors to be verified along with the acceptable forms of documentation within each factor. The below forms of documentation acceptable to HAGC are not exhaustive and HAGC, in its sole discretion, may accept additional forms of documentation not identified below.

<b>Verification Factor</b>	<b>Form of Documentation</b>
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license.
Divorced	Copy of certified divorce decree.

Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation.
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members eighteen (18) years and older.
Child Custody	Court Order establishing residential custody or adequate court documents seeking residential child custody.
Employment Income	HAGC will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two (2) years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next twelve (12) months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding twelve (12) months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next twelve (12) months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next twelve (12) months.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.



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

	medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. HAGC will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services.
Assistance to Persons with Disabilities	<p>Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation:</p> <p><u>Attendant Care:</u></p> <ul style="list-style-type: none"> <li>• Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and</li> <li>• Certification of family and attendant and/or copies of cancelled checks family used to make payments.</li> </ul> <p><u>Auxiliary Apparatus:</u></p> <ul style="list-style-type: none"> <li>• Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and</li> <li>• In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.</li> </ul>
Residency	<p>At least two (2) of the following documents to prove residency:</p> <ul style="list-style-type: none"> <li>• Utility bill (electric, water, refuse, telephone, cable or gas)</li> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing an address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> </ul>

	<ul style="list-style-type: none"> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters Registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Drivers License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> </ul> <p>Mail addressed to P.O. boxes is not accepted as proof of residency.</p>
Social Security Numbers	<p>HAGC must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> <li>• An original SSN card issued by the Social Security Administration (SSA);</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual; or</li> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <p>HAGC may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.</p>
Displacement Status	<p>This verification may be obtained from source of displacement project reported.</p>
Veteran/Surviving Spouse	<ul style="list-style-type: none"> <li>• Valid DD-214;</li> <li>• NGB-22; or</li> <li>• Any other government issued record evidencing the type of discharge from service is other than “dishonorable”</li> </ul> <p>For Surviving Spouses:</p> <ul style="list-style-type: none"> <li>• One of the above forms of documentation;</li> <li>• Marriage License; and</li> <li>• Death Certificate.</li> </ul>
Homeless Veteran/Surviving Spouse; Homeless Targeted Vouchers	<ul style="list-style-type: none"> <li>• Certification from a social service agency;</li> <li>• Eviction Notice from current landlord; or</li> <li>• Warrant of Removal.</li> </ul>

Lease In Place	<ul style="list-style-type: none"><li>• Letter from current landlord that landlord shall continue renting the in-place unit for at least one year upon participation in the Program.</li></ul>
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## **Article VIII. Occupancy Policies**

### **Section 8.01 Family Obligations**

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

- A. The family must supply any information that HAGC or HUD determines is necessary in the administration of the Program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
- B. The family must supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- C. The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with HUD requirements.
- D. The family must be responsible for specific NSPIRE breaches that are caused by the family's failure to pay any utilities or appliances, or damage to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- E. The family must allow HAGC to inspect the unit at reasonable times after reasonable notice. Notice will be provided in writing to the assisted unit. HAGC expects families to make themselves available for the inspection or make other arrangements as appropriate to allow for the scheduled inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination.
- F. The family must not commit any serious or repeated violations of the lease. Serious and repeated lease violations include, but may not be limited to, nonpayment of rent, disturbances of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. HAGC will determine if a serious or repeated lease violation has occurred based on available evidence including court-ordered eviction or owner's notice to evict, police reports and affidavits from owners, neighbors or other credible parties with direct knowledge.
- G. The family must notify HAGC and the owner before the family moves out of the unit or terminates the lease on notice to the owner. The family must comply with Lease requirements and provide written notice.
- H. The family must promptly give HAGC a copy of any owner eviction notice.

- I. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- J. The family must have the composition of the assisted family residing in the unit approved by HAGC. The family must promptly inform HAGC of the birth, adoption or court-awarded custody of a child. The family must request HAGC approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing by the family, and verified and approved by HAGC prior to the person moving into the unit. HAGC will determine eligibility of the new member in accordance with its standard policies.
- K. The family must promptly notify HAGC if any family member no longer resides in the unit. HAGC will require proof of an alternative address for the removed individual.
- L. Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
- M. The family must not sublease or let the unit. HAGC considers subleasing to include receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- N. The family must not assign the lease or transfer the unit.
- O. The family must supply any information or certification requested by HAGC to verify that the family is living in the unit or that the family is absent from the unit.
- P. The family must not own or have any interest in the unit.
- Q. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Programs.
- R. The members of the household, or their guests, may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- S. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- T. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

## **Section 8.02 Payment Standards and Small Area Fair Market Rents**

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

HAGC has established an exception payment standard of up to one hundred, twenty (120) percent of the published SAFMR as a reasonable accommodation if the family meets HUD's definition of a disabled family as determined by the family's processor. Approval by HAGC's Reasonable Accommodation Coordinator in accordance with Section 2.03 of this Plan is not required under such circumstances. Any unit approved under this exception payment standard must still meet the reasonable rent requirements in accordance with Section 8.04 of this Plan.

## **Section 8.03 Rent**

### **A. Rent to Owner**

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

### **B. Total Tenant Payment**

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

### **C. Minimum Rents**

1. For the Moderate Rehabilitation Programs, the minimum total tenant payment is equal to \$0.
2. For the HCV Program, the minimum family contribution is equal to \$0.

**D. Utility Allowances**

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

**Section 8.04 Reasonableness of Rent**

**A. Objectives**

HAGC must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a comparable unit on the private unassisted market. “Reasonable rent” is defined as a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market; and 2) for comparable unassisted units in the premises except for Low-Income Housing Tax Credit (LIHTC) or HOME Investment Partnerships Program (HOME) financed projects. By accepting each monthly payment from HAGC, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

**B. Determination of Reasonableness**

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

**C. Changes in Rent**

After the initial term of the lease, the owner may increase the rent. The owner must notify HAGC in writing of the increase at least sixty (60) days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

**Section 8.05 Family Absence from Dwelling**

For purposes of this Section, “absence” means that no member of the family is residing in the unit.



A. Limitations on Absence

The family may be absent from the unit for brief periods. A family must notify HAGC in writing of any absences longer than thirty (30) calendar days. Such notification should include the purpose of the absence. In no case can any absence exceed ninety (90) consecutive calendar days. Housing assistance payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease will also terminate.

B. Temporary Absences

Generally, an individual who is or is expected to be absent from the unit for ninety (90) consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the unit for more than ninety (90) consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. If the period of absence is expected to occur during the projected time frame for either annual re-examination or NSPIRE inspection, the family must make alternative arrangements to meet their family obligations that are acceptable to HAGC. If the assisted lease contains provisions regarding tenant absence from unit, the family must document that it has complied with these lease provisions. All Housing Assistance over-payments may be recouped from both the owner and the family for any unauthorized absences.

C. Absent Students

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

D. Absences Due to Placement in Foster Care

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

E. Absent Head, Spouse, or Co-Head

An employed head, spouse, or co-head absent from the unit more than ninety (90) consecutive days due to employment will continue to be considered a family member.

F. Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will seek verification of permanent confinement.

G. Verification of Absences

HAGC may verify family occupancy or absences, through letters to the family's subsidized unit, phone calls, home visits, or through questions to landlords or neighbors, as determined necessary.

H. Resumption of assistance after an absence

HAGC must terminate the HAP contract for an assisted unit if the family is absent from the assisted unit for more than ninety (90) consecutive calendar days. If this occurs, the family must submit a written request to continue in the HCV Program within fourteen (14) days of the termination of the HAP contract. This request must be made in writing, and the family must subsequently provide all required information and documents by the specified deadline in order for HAGC to recertify continuing eligibility and issue a new voucher. If a request is not received, or if the family does not provide required documents by the established deadlines, the family will be notified that the family has been deemed to have voluntarily given up their HCV assistance. If the family's HAP contract was terminated after the ninety (90) day limit for a previously approved absence and the family cannot submit or complete a request for recertification within fourteen (14) days due to special circumstances beyond the family's control, which include, but are not limited to, hospitalization, convalescent care, or disability, the Executive Director may permit an additional period of time for the family to request readmission or resumption of assistance. Resumption of assistance will generally only be granted when a medical necessity, domestic violence or other compelling circumstance was the cause for the absence. In such cases, HAGC will consider whether the family acted in a manner to attempt to fulfill their obligations under the Program.

**Section 8.06 Families Who Wish to Move with Continued Assistance**

A. Limitations on Moving

HAGC will not permit any family to move during the initial year of the assisted occupancy. After the initial year of assisted occupancy, a family, who is not in violation of any family obligations, may move, provided that they supply sixty (60) calendar days written notice, prior to the first of the month, to both the landlord and to HAGC. The family must also be in compliance with all family obligations as set forth in 24 C.F.R. §982.551 to be granted HAGC permission to move. In any one year, a participant family may not move more than one time. HAGC may deny permission to move if there is not sufficient funding for continued assistance or the family is not in compliance with the Program requirements and HAGC has grounds for denying or terminating the family's assistance. Such requests shall be documented with proper documentation demonstrating HAGC's inability to support the request. In the event the family's request is denied due to insufficient funding, HAGC will provide a letter to the tenant at the time the move is denied. HAGC shall consider a

Family's request to move for thirty (30) days from the date the request was filed if there is insufficient funding to immediately grant the request. If funds become available within thirty (30) days, which would allow the Family to move, HAGC shall notify the Family by letter that funds are available, and that the request is granted.

**B. Requests to Move Prior to End of Lease**

Should a participant notify HAGC that they wish to vacate a unit before the end of an assisted lease, the participant may only move with continued assistance if they provide HAGC with sufficient documentation demonstrating a Mutual Termination of Lease tenancy with the landlord. The family must also be in compliance with all family obligations as set forth in 24 C.F.R. §982.551 to be granted HAGC permission to move. In the cases where the landlord will not release the tenant, the tenant may only move with continued assistance upon the written approval from the Executive Director, or his/her designee. A participant's failure to provide proper notice to their landlord or HAGC before vacating an assisted unit will result in the delay, denial, or termination of housing assistance to the household.

**C. VAWA Protections**

Restrictions on moves with continued assistance do not apply if the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member.

**Section 8.07 Portability**

Portability is the process of renting a dwelling unit with Section 8 tenant-based voucher assistance outside the Operating Jurisdiction. Within the limitations of federal regulations and this Plan, (see Section 7.05 of this Plan) an eligible participant family or applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit that meets Program requirements anywhere in the United States provided that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. Portability assistance will not be provided for a participant family if the family has moved out of the assisted unit in violation of the lease. See attached HAGC VAWA Policy for exceptions for VAWA.

**Section 8.08 Continued Assistance When the Assisted Family Breaks Up**

Generally, when the assisted family breaks up the assistance will remain with the household members who remain in the contract unit. If the voucher holder passes away leaving only minor children in the assisted unit, HAGC may consider a request to transfer the voucher into the name of the individual named as guardian of the minor children. The decision of which family members continue to receive assistance will be made on a case-by-case basis considering the following factors: If any family members are caring and providing for minor children; If any family members are/were caring for an ill, elderly, or disabled adult; If any family members were forced to leave the unit as result of actual or threatened physical violence. If a court determines disposition of property between family members, HAGC must abide by the court's decision. If the family breaks

up results from an occurrence of domestic violence, dating violence, sexual assault or stalking, HAGC must ensure that the victim retains the assistance. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family.

### **Section 8.09 Guests in the Assisted Household**

A guest is a person temporarily staying in the assisted household with the consent of a member of the household who has express or implied authority to so consent. A guest staying in the assisted household greater than fourteen (14) days in a twelve (12) month period without prior HAGC approval will be considered to be living in the unit as an unauthorized household member and the household's assistance may be terminated.

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

A family may request an exception to this policy for valid reasons, for example, care of a relative recovering from a medical procedure. An exception will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.

In determining whether there is a violation of the guest policy, HAGC will consider, the absence of another permanent address, statements by landlords or neighbors, results of inspections, police reports, use of the tenant's address for any non-temporary purposes, and any other factors relevant under the circumstances.

### **Section 8.10 Repayment Agreements**

Families are required to reimburse HAGC if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse HAGC for the difference between the tenant rent that should have been paid and the tenant rent that was charged. HAGC must determine retroactive rent amount as far back as HAGC has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, HAGC may terminate the family's assistance. All repayment agreements must be in writing, dated, signed by both the family and HAGC, include the total retroactive rent amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case-by-case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by the Section 8 Supervisor. If the participant family receives a utility reimbursement check from HAGC towards the allowance for tenant supplied utilities, HAGC may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes HAGC under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to HAGC will be pursued.

## **Article IX. Reexaminations**

### **Section 9.01 Annual Reexaminations**

HAGC will reexamine the income and composition of families annually in accordance with all applicable HUD regulations and guidance. The annual reexamination determines the continued eligibility of the family and establishes the payment to be made on behalf of the family. It is the family's obligation to provide HAGC with all requested information required to complete the reexamination in a timely manner. The family's failure to do so may result in a delay of the reexamination and a waiver of the family's right to receive thirty (30) days' notice of an increase in the family's rental portion. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by HAGC by the date specified, and this delay prevents HAGC from completing the reexamination as scheduled. HAGC cannot make housing assistance payments to owners if the HAP contract has expired and the subject tenant's annual reexamination is incomplete.

### **Section 9.02 Interim Reexaminations**

As indicated in Family Obligations, a family is required to report all changes in income and family composition to HAGC. All changes must be reported in writing within fourteen (14) calendar days. An interim reexamination will be performed for participant families when there is a change in family composition or the family's anticipated annual income is believed to have decreased or increased. The examination will occur within a reasonable time. The family has an obligation to supply all the documents requested to complete the interim. Failure to supply the requested documents will result in adverse action against the family as deemed appropriate or inability of HAGC to complete the interim. If the tenant rent or family rent decreases, the effective date the housing assistance payment will be adjusted will be the first (1<sup>st</sup>) of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the first (1<sup>st</sup>) of the month after the family has received thirty (30) calendar days' notice of such increase. HAGC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. At the Executive Director's discretion, HAGC reserves the right to not perform an interim recertification from the point of voucher issuance until after six (6) months of an assisted family's contract. An interim reexamination will not occur when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity. In the event a family experiences a temporary decrease in income, HAGC will perform an interim reexamination based on the current circumstance, which may temporarily reduce the tenant's share. When the income of the family stabilizes, another interim reexamination will be performed to adjust the tenant's share accordingly. See HAGC's Zero Income Families Policy.

### **Section 9.03 Obligation to Provide Information**

Families are required to timely supply all requested information, as described in the reexamination notice, to HAGC. If the assisted family head of household does not respond to the reexamination notification, HAGC will send a second notice requiring the missing documents or information to be supplied within seven (7) business days. If the assisted family does not respond to the second notice, HAGC will send a termination notice to both the family and the owner.

#### **Section 9.04 Notification of Reexamination**

HAGC will notify the family and the owner of the results of the annual reexamination in writing. The notice will include the amount and effective date of the new housing assistance payment, the amount and the effective date of the new family share of the rent, and the amount and the effective date of the new rent to owner.

#### **Section 9.05 Discrepancies**

If during a reexamination, HAGC discovers information previously reported by the family was in error, that the family intentionally misrepresented information, or that an error was made by HAGC, corrections will be made, and the family may be subject to a repayment agreement and/or termination.

#### **Section 9.06 Verification of Assets**

For a family with net assets equal to or less than \$5,000, HAGC will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

## **Article X.     Inspections**

### **Section 10.01 National Standards for the Physical Inspection of Real Estate**

Effective October 1, 2023, HAGC shall require that all assisted units be maintained in accordance with the National Standards for the Physical Inspection of Real Estate (NSPIRE) as provided in the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate, as published by HUD. NSPIRE replaces the previous inspection standards known as Housing Quality Standards (HQS) found at 24 C.F.R. 982.401.

### **Section 10.02 Owner and Family Responsibilities**

#### **A. Family Responsibilities**

The family is responsible for correcting the following NSPIRE deficiencies:

1. Tenant-paid utilities not in service.
2. Failure to provide or maintain family-supplied appliances.
3. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. “Normal wear and tear” are defined as items which could not be charged against the tenant’s security deposit under state law or court practice.

#### **B. Owner Responsibilities**

The owner is responsible for all NSPIRE violations not listed as a family responsibility above. However, if the family’s actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

### **Section 10.03 Regular Inspections**

Biennial inspections, and inspections prior to commencing HAP contracts for units with landlords, are performed in accordance with NSPIRE. HAGC reserves the right to perform annual inspections for particular units or families and shall document the file with the reason supporting the annual inspection. Both the family and the owner will be provided with reasonable notice of all inspections. Except in the case of life-threatening emergencies, reasonable notice is considered to not be less than forty-eight (48) hours. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination. HAGC will notify the owner and the family of the NSPIRE determination. Failed items must be verified as corrected within the appropriate time frame and before the beginning of the initial lease term and prior to the HAP contract execution.

#### **Section 10.04 Special Inspections**

Special inspections also may be performed at the request of the owner, family, or as determined necessary by HAGC. During a special inspection, the inspector will generally only inspect those deficiencies which are reported. However, the inspector will record any additional NSPIRE deficiencies or violations of family obligations. In the event that an active vermin or rodent infestation is reported to HAGC, HAGC will accept documentation from a verifiable third party that the infestation exists.

#### **Section 10.05 Quality Control Inspections**

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that NSPIRE is being enforced correctly and uniformly by all inspectors.

#### **Section 10.06 Repairs**

Owners shall be given a reasonable amount of time, thirty (30) days, to make repairs to units, in accordance with federal rules and regulations. For conditions that are not life-threatening, HAGC may grant extensions of time to make repairs upon the request of the owner, if HAGC determines the extension is appropriate. All life-threatening NSPIRE deficiencies must be corrected within twenty-four (24) hours from the inspection. If the violations are not corrected by the deadline date, HAGC may suspend payment or terminate the HAP contract. These procedures place ultimate responsibility for the correction of any NSPIRE violation found during an inspection with the owner. However, the owner is not responsible for a breach of NSPIRE that is not caused by the owner, and for which the family is responsible. HAGC may terminate assistance to a family because of NSPIRE breach caused by the family. HAGC will verify that necessary repairs have been completed by the end of the corrective period, or any HAGC approved extension. HAGC will determine the verification process based on the severity of the corrections and/or its experience with the owner and knowledge of the property. HAGC may require a re-inspection to verify that repairs were completed. Repairs may also be verified through the production of verifiable documents including invoices, photographs and receipts. If required, the family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, HAGC will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with HAGC policies. If HAGC is unable to gain entry to the unit in order to conduct the scheduled reinspection, HAGC will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

#### **Section 10.07 Life Threatening Conditions**

The following conditions are considered life threatening conditions:

- A. Gas leak.
- B. Exposed/arcing electrical.
- C. Structural damage: collapsed walls, floors, ceiling.



- D. Exposed broken glass.
- E. Missing or inoperable smoke detector.
- F. Lack of a functioning flush toilet in a one-bathroom unit.
- G. Lack of security of the unit.
- H. Plumbing leaks or flooding.
- I. Lack of permanent functioning heating equipment if inspection occurs during the months of November - March.
- J. Vermin infestation.
- K. No water, gas or electric service.

When life threatening conditions are identified, HAGC will immediately notify both the owner and family and specify who is responsible for correcting the violation.

#### **Section 10.08 Abatement of Housing Assistance Payments**

When a unit fails to meet NSPIRE and the owner has been given an opportunity to correct the deficiencies but has failed to do so within the required timeframe, the housing assistance payment will be abated (not paid). For tenant caused deficiencies, the owner will not be held accountable, and the housing assistance payment will not be abated. The owner will not be penalized for delays in inspections of the repairs as long as the owner has notified HAGC that the repairs have been made. During any abatement period the family continues to be responsible for its share of rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as a cause for eviction.

#### **Section 10.09 Inspection of HAGC-Owned Unit**

HAGC must obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in an HAGC-owned unit. An HAGC-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and HAGC.

#### **Section 10.10 Enforcing Family Compliance with NSPIRE**

Families are responsible for correcting any NSPIRE violations listed in Section 10.01(A) of this Plan. If the family fails to correct a violation within the period allowed by HAGC (and any extensions), HAGC will terminate the family's assistance, according to the policies described in this Plan. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

### **Section 10.11 Remote Video Inspections**

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

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

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

To ensure adequate privacy safeguards for the protection of Personally Identifiable Information during an RVI, the HAGC inspector will be in the HAGC office or other secure remote location using HAGC owned equipment using a designated streaming web-platform that provides appropriate safeguards.

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

### **Section 10.12 HOTMA Provisions**

HAGC may, in its discretion, approve a voucher-assisted tenancy and begin making housing assistance payments to an owner of a unit that fails an initial NSPIRE inspection provided the deficiencies are not life-threatening (NLT) and provided that the owner corrects the NLT deficiencies within thirty (30) days. If the unit has only NLT conditions, HAGC will offer the family the choice to accept the unit or to decline the unit and continue the family's housing search. HAGC must notify the family that if the owner fails to correct the NLT deficiencies within the HAGC-specified timeframe, HAGC will terminate the HAP contract, which in turn terminates the assisted lease and the family will have to move to another unit to continue receiving voucher assistance. If the family declines the unit, HAGC will inform the family of how much search time

the family has remaining consistent with HAGC's policies. If the family accepts the unit with the NLT conditions, HAGC must notify the owner, in writing, that HAGC has approved the assisted tenancy and the owner has thirty (30) calendar days from the date of the notification to correct the NLT conditions, after which time HAGC will withhold the housing assistance payment and follow its policy regarding owner non-compliance with NSPIRE.

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

## **Article XI. Owner Participation**

### **Section 11.01 Proof of Ownership**

For purposes of this Section, “owner” includes a principal or other interested party. In addition to the owner’s certification on the HAP contact, it is the policy of HAGC to verify ownership of the assisted unit. A landlord who wishes to participate in the Program must provide proof of ownership of the property rented under the Program, e.g., tax bill or other appropriate legal documentation. A landlord currently participating in the Program must provide current proof of ownership, when requested. A landlord must provide a Tax ID number for the property under contract upon entering the Program and/or when requested. A landlord must also provide HAGC a copy of the Landlord Registration Form in accordance with the Landlord Identity Law, *N.J.S.A. 46:8-27 et seq.* and *N.J.A.C. 5:29-1.1*.

### **Section 11.02 Owner’s Responsibility to Screen**

The owner is responsible for screening and selection of the family to occupy the owner’s unit. HAGC does not screen applicants for family behavior or suitability for tenancy and has no liability or responsibility to the owner for the family’s behavior or suitability for tenancy.

### **Section 11.03 Providing Information to Owners**

HAGC must provide interested owners with the family’s last known address, current landlord, and prior landlord, if known. HAGC’s policy on providing information to owners will be communicated to the families, in writing, at the time of admission or upon a family requesting to move to another unit.

### **Section 11.04 Disapproval of Owners**

HAGC must deny an assisted tenancy in accordance with 24 *C.F.R.* §982.306 and for the following reasons:

- A. HAGC is required to deny approval by state law;
- B. When directed by HUD if the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
- C. When directed by HUD if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;
- D. For all new admissions and moves after June 17, 1998, if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities; or

- E. HAGC has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 *C.F.R.* Part 2424.

Further, in the following circumstances, HAGC may deny approval of an assisted tenancy for any of the following reasons:

- A. The owner is not willing to make the necessary repairs for the unit to conform to NSPIRE or the owner will not permit HAGC's staff to perform an NSPIRE inspection;
- B. The owner has a history or practice of noncompliance with NSPIRE for units leased under tenant-based programs, or housing standards for units leased with project-based Section 8 assistance or under any other federal housing program, including a failure to make timely utility payments;
- C. The owner has committed fraud, bribery, or any other corrupt or criminal act involving any federal housing program;
- D. The owner has engaged in drug trafficking;
- E. The owner has a history or practice of renting units that fail state or local housing codes;
- F. The owner has not paid state or local real estate taxes, fines, or assessments;
- G. The owner has a history or practice of failing to terminate tenancy of tenants for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: Threatens the right to peaceful enjoyment of the premises by other residents; Threatens the health or safety of other residents, of employees of HAGC, or of owner employees or other persons engaged in management of the housing; Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or Is drug-related criminal activity or violent criminal activity;
- H. The owner has engaged in any drug related or violent criminal activity;
- I. The owner has violated obligations under a HAP contract under Section 8 of the Act; or
- J. The owner has a history or practice of harassing or threatening tenants or HAGC's staff.

### **Section 11.05 HAP Contracts**

The HAP contract represents a written agreement between HAGC and the owner of the dwelling unit occupied by an HCV assisted family. The contract specifies the owner's responsibilities under the Program, as well as HAGC's responsibilities. Under the HAP contract, HAGC agrees to make housing assistance payments to the owner on behalf of a specific family approved by HAGC to occupy a specific unit. HAGC will distribute the housing assistance payments, in accordance with the HAP contract, to the owner. Housing assistance payments may only be paid to the owner during the lease term, and while the family is residing in the unit. In the event that the checks are

forwarded to the post office late, or electronic payments are initiated late, because HUD is late in transferring the funds or for any other reasons beyond the control of HAGC, HAGC shall not be held responsible for late fees.

### **Section 11.06 Changes in Ownership**

The HAP contract cannot be assigned to a new owner without the prior written consent of HAGC. An owner under a HAP contract must notify HAGC in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by HAGC and be qualified to be an owner. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that HAGC finds acceptable.

### **Section 11.07 Outreach to Owners Outside Areas of Low-Income or Minority Concentration**

The Intake and Section 8 Departments continuously market Program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of HAGC has proven that personal contact by HAGC staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organizations helps strengthen and develop new connections with prospective owners. A comprehensive Owners Guide is available on HAGC's website which provides owners with information about the operation of the Program, required forms and resources for ease of participation. HAGC staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation.

## **Article XII. Termination of Assistance**

Grounds for mandatory and discretionary termination of a family's assistance by HAGC are discussed below. Termination of assistance to a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures. HAGC will not terminate based on a family's membership in a protected class. In determining grounds for termination of assistance, HAGC will utilize a Preponderance of the Evidence Standard. "Preponderance of the Evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, and that is evidence which as a whole shows that the facts sought to be proved is more probable than not. HAGC will consider the following facts and circumstances prior to making its decision: the seriousness of the case; the extent of participation or culpability of individual members; mitigating circumstances related to the disability of a family member; and the effects of termination of assistance on other family members who were not involved in the action or failure. This Article XII does not limit or affect the exercise of HAGC rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

### **Section 12.01 Mandatory Termination of Assistance**

HAGC must terminate assistance under the Programs if:

- A. HAGC discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001;
- B. The SSN disclosure requirements are not met;
- C. A family was evicted from housing assisted under the Program for serious violations of the lease;
- D. Any family member fails to sign and submit required consent forms for obtaining information;
- E. HAGC determines that a family member has knowingly permitted an individual ineligible for assistance to reside in the assisted unit;
- F. Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 C.F.R. §5.612;
- G. The family no longer requires assistance such that the housing assistance payment is zero, the family's assistance will be terminated automatically one hundred, eighty (180) days after the last housing assistance payment;

- H. The family requests that HAGC terminate housing assistance payments on behalf of the family. The request to terminate must be made in writing and signed by the head of household, co-head and spouse, if applicable; or
- I. Death of a sole family member.

## **Section 12.02 Discretionary Termination of Assistance**

HAGC may terminate assistance to a participant family if:

- A. HAGC determines that any household member is currently engaged in any illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment or the premises by other residents;
- B. HAGC determines that any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing;
- C. HAGC determines that any household member has violated the family's obligation not to engage in any drug-related criminal activity;
- D. HAGC determines that any household member has violated the family's obligation not to engage in violent criminal activity;
- E. HAGC determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- F. The family violates any family obligations under a Program;
- G. Any family member has been evicted from federally assisted housing in the last five (5) years;
- H. If a PHA, including HAGC, has previously terminated assistance under a Program for any member of the family;
- I. Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- J. The family owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act;
- K. The family has not reimbursed HAGC or any other PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- L. The family breaches an agreement with HAGC to pay amounts owed to HAGC, or amounts paid to an owner by HAGC;



- M. If a family participating in the FSS Program fails to comply, without good cause, with the family's FSS contract of participation;
- N. Any family member has engaged in or threatened abusive or violent behavior toward HAGC staff. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence;
- O. Any family member violates HAGC's "One Strike You're Out" Policy;
- P. Absence from the unit as described under HAGC's occupancy policies; or
- Q. If HAGC determines, in accordance with HUD requirements, there is insufficient funds to support continued assistance for families in a Program.

### **Section 12.03 Alternatives to Termination of Assistance**

As an alternative to termination of assistance, HAGC may:

- A. Impose sanctions on a case-by-case basis; and/or
- B. As a condition of continued assistance, impose conditions upon the family that must be satisfied to avoid termination of assistance. Conditions may include but are not limited to:
  - 1. Change in household composition including the removal of any household members who participated in or were responsible for the action or failure;
  - 2. Repayment of family debts owed to HAGC or to another PHA;
  - 3. Continued monitoring including ongoing inspections or requirements to provide information and documents; and
  - 4. Limiting the methods of communication the family may have with HAGC.

### **Section 12.04 Procedures for Termination**

HAGC will provide written notice of the termination of assistance to the family and the owner when the family's assistance is to be terminated. The notice will include the date the termination will be effective, which will be at least thirty (30) calendar days following the date of notice of termination, except for death or the family vacating the unit. If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination will contain the necessary information about requesting a hearing.

### **Article XIII. Grievance Policy**

The purpose of HAGC's Grievance Policy is to ensure that a decision to deny or terminate housing assistance complies with the regulations of HUD and administrative policies of HAGC. For further details, please consult HAGC's Grievance Policy.

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#### **Article XIV. Insufficient Funding**

HAGC may terminate HAP contracts if HAGC determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the Program. If HAGC determines there is a shortage of funding, prior to terminating any HAP contracts, HAGC will determine if any other actions can be taken to reduce Program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, HAGC will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, HAGC will inform the local HUD field office. HAGC will terminate the minimum number needed in order to reduce housing assistance payments to a level within the HAGC annual budget authority. If HAGC must terminate HAP contracts due to insufficient funding, HAGC will do so in accordance with the following criteria and instructions: HAP contracts in place on behalf of HCV Program participants who have been on the Program the longest will be the first HAP contracts terminated in the event of insufficient Program funding. In accordance with HUD requirements, HAGC will protect the interests of the near-elderly, elderly, and disabled. These families will not have their HAP contracts terminated due to insufficient Program funding.

## **Article XV. Project-Based Vouchers**

Project-Based Vouchers shall be governed by the provisions contained within federal regulations, 24 C.F.R. Part 983. Upon the designation of Section 8 Housing Choice Vouchers as project-based, HAGC may enter into project-based HAP contracts with landlords of existing dwelling units. This Plan shall also govern Project-Based Vouchers, except where noted below. Further, the following provisions of the HCV Program do not apply to the PBV Program: Provisions on issuance or use of a voucher; provisions on portability; provisions on shared housing, manufactured home space rental, and homeownership option.

### **Section 15.01 Tenant Selection**

HAGC shall maintain a separate waiting list for both tenant-based assistance and PBV assistance. HAGC will maintain a separate waiting list for each bedroom size of project-based units available. All admissions into the PBV Program shall be in accordance with the income targeting requirements. HAGC shall monitor the targeting requirements of the tenant-based and project-based Section 8 HCV Programs jointly in accordance with this Plan. HAGC does not screen applicants for family behavior or suitability for tenancy.

In order to be eligible for PBV assistance at Camp Salute located in Clayton NJ, applicants must be United States Veterans, to assist United States Veterans who possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable” or their surviving spouses. Including family members who are the primary residential caregivers to such veterans and who are residing with them. A local preference will be given to Camp Salute PBV applicants whose head, co-head, or spouse are residing or working in, or hired to work in, the Operating Jurisdiction.

### **Section 15.02 Information for Accepted Families**

When a family accepts an offer for PBV assistance, HAGC must give the family an oral briefing and an information packet. The oral briefing will include information on how the Program works, the family responsibilities and the owner responsibilities. The information packet must contain information on how the total tenant payment for the family is determined, the family obligations under the Program and applicable fair housing information.

See Section 7.02 of this Plan on the application of remote oral briefings which shall be fully applicable to the PBV Program.

### **Section 15.03 Unit Inspections and NSPIRE**

HAGC shall apply NSPIRE standards to all inspections performed at units under a project-based HAP contract. All units shall be inspected at least biennially and at the special request of the assisted tenant and/or landlord. HAGC must vigorously enforce the owner’s obligation to maintain contract units in accordance with NSPIRE. HAGC may not make any housing assistance payment to the owner for a contract unit covering any period during which the contract unit does not comply with NSPIRE.

See Section 10.10 of this Plan on the application of Remote Video Inspections which shall be fully applicable to the PBV Program.

#### **Section 15.04 Vacant Units**

HAGC may approve vacancy payments to a landlord for project-based units under contract for a maximum of sixty (60) days. HAGC will only make such payments, upon the written request of the owner. The written request must contain sufficient documentation which proves the vacancy is not the fault of the owner, and that the owner has taken every reasonable step to minimize the extent and likelihood of vacancies.

#### **Section 15.05 Family Choice to Move with Continued Assistance (Choice Mobility)**

The HAP contract will provide that a family may move out of the project-based unit after twelve (12) months. HAGC will offer the family available tenant-based rental assistance under the HCV Program if, after the first twelve (12) months, the family moves in good standing. However, HAGC may not issue tenant-based vouchers targeted for special purposes unless the family meets the criteria. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

#### **Section 15.06 HAP Contract Terms & Rents**

HAGC will enter into HAP contracts with landlords for a term of up to ten (10) years, subject to the availability of appropriations and future availability of funding HAGC's Annual Contributions Contract with HUD. HAGC will only approve gross rents that do not exceed one hundred, ten percent (110%) of the Fair Market Rent as most recently determined by HUD and are reasonable in comparison with rents charged for comparable units in the private unassisted market.

#### **Section 15.07 Family Occupancy of Wrong-Size or Accessible Unit**

HAGC's subsidy standards determine the appropriate unit size for the family size and composition. If HAGC determines that a family is occupying a Wrong-size unit, or Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, HAGC must promptly notify the family and the owner of this determination, and of HAGC's offer of continued assistance in the form of project-based voucher assistance in an appropriate-size unit (in the same project or in another project); or if not available tenant-based rental assistance under the HCV Program.

## **Article XVI. Homeownership Option**

### **Section 16.01 Objectives**

The homeownership option will be used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under the homeownership option may be a newly admitted or existing participant in the HCV Program.

### **Section 16.02 Forms of Homeownership Assistance**

HAGC may provide one of two forms of homeownership assistance for a family: (1) Monthly homeownership assistance payments; or (2) A single down-payment assistance grant only as a reasonable accommodation to a person with disabilities in accordance with federal regulations. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA. It is the sole responsibility of HAGC to determine whether it is reasonable to implement a Homeownership Program as a reasonable accommodation. HAGC will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. HAGC may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where HAGC has otherwise opted not to implement a Homeownership Program. The family chooses whether to participate in the homeownership option if offered by HAGC. HAGC must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with federal regulations.

### **Section 16.03 Participation in Homeownership**

HAGC must have the capacity to operate a successful Section 8 Homeownership Program. HAGC has the required capacity if it satisfies either one of the following:

- A. HAGC establishes a minimum homeowner down payment requirement of at least three percent (3%) of the purchase price for participation in its Section 8 Homeownership Program, and requires that at least one percent (1%) of the purchase price come from the family's personal resources;
- B. HAGC requires that financing for purchase of a home under its Section 8 Homeownership Program:
  1. Be provided, insured, or guaranteed by the state or federal government;
  2. Comply with secondary mortgage market underwriting requirements; or
  3. Comply with generally accepted private sector underwriting standards; or
- C. HAGC otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 Homeownership Program.

## **Section 16.04 Family Eligibility**

### **A. Initial Requirements**

Before commencing homeownership assistance for a family, HAGC must determine that all of the following initial requirements have been satisfied:

1. The family is qualified to receive homeownership assistance;
2. The unit is eligible; and
3. The family has satisfactorily completed the HAGC program of required pre-assistance homeownership counseling.

HAGC is responsible for complying with the authority listed in 24 *C.F.R.* §58.6 requiring the purchaser to obtain and maintain flood insurance if necessary. HAGC may not provide assistance for a family unless it determines the family satisfies all the additional requirements listed below at commencement of Homeownership assistance.

### **B. Family Qualifications**

1. The family must be a current participant or newly admitted participant into the HCV Program;
2. The family must be a “first-time homebuyer;”
3. The family must satisfy the minimum income requirements;
4. The family must satisfy the employment requirements;
5. The family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership option;
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home;
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with federal regulations regarding homeownership assistance;
8. The family also satisfies the following initial requirements established by HAGC:

- (a) The family must have a down payment of at least three percent (3%) of the purchase price of the home. At least one percent (1%) of the purchase price must come from the family's personal resources;
- (b) The family must obtain financing that is provided, insured, or guaranteed by the state or federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards; or
- (c) The family must meet the other requirements as described below.

C. First Time Home Ownership Requirements

At commencement of Homeownership Assistance for the family, the family must be any of the following:

- 1. A first - time homeowner;
- 2. A cooperative member; or
- 3. A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with federal regulations.

D. Income Requirements

- 1. Upon commencement of monthly homeownership assistance payments for the family, or at the time of a down payment assistance grant for the family, the family must demonstrate that the annual income, as determined by HAGC in accordance with 24 *C.F.R.* §5.609 of the federal regulations of the adult family members who will own the home at commencement of homeownership assistance is not less than:
  - (a) In the case of a disabled family, as described in 24 *C.F.R.* §5.403(b) of the federal regulations, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve (12); or
  - (b) In the case of other families, the federal minimum wage multiplied by two thousand (2,000) hours.
- 2. Except in the case of an elderly family or a disabled family, HAGC shall not count any welfare assistance received by the family in determining annual income under this Section. The disregard of welfare assistance income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this Section, but does not affect:



- (a) The determination of income-eligibility for admission to the HCV Program;
- (b) Calculation of the amount of the family's total tenant payment (gross monthly contribution); or
- (c) Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly or disabled family, HAGC shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum requirement.

- 3. HAGC elects not to establish a minimum income standard that is higher than those required in paragraph C(1)(a) and (b) above.

E. Employment Requirements

- 1. Except as provided in paragraph (2) below, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
  - (a) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of thirty (30) hours per week); and
  - (b) Has been continuously so employed during the year before commencement of homeownership assistance for the family.
- 2. HAGC shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. HAGC may count successive employment during the year. HAGC may count self-employment in a business. HAGC shall make determinations regarding continuous employment on a case-by-case basis.
- 3. The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, HAGC shall grant an exemption from the employment requirement if HAGC determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 C.F.R. Part 8.

F. Other Requirements

- 1. HAGC will not approve assistance if any member has previously defaulted on a mortgage under the HCV homeownership option.
- 2. HAGC shall provide a preference to families participating in the FSS Program, however, shall not limit the participation to such families.

3. HAGC shall require all eligible families satisfactorily complete budget and credit counseling. Additionally, eligible families must repair their credit when determined necessary by HAGC, before participating in the homeownership option. The family must be able to qualify for a mortgage.
4. Eligible families must attend and satisfactorily complete pre-assistance homeownership counseling.
5. The budget, credit, and pre-assistance counseling shall be provided by a HUD-approved agency or will be consistent with the homeownership counseling provided under HUD's Housing Counseling Program.

G. Disqualifying Factors

HAGC WILL NOT COMMENCE HOMEOWNERSHIP ASSISTANCE FOR A FAMILY THAT INCLUDES AN INDIVIDUAL WHO WAS AN ADULT MEMBER OF A FAMILY AT THE TIME WHEN SUCH FAMILY RECEIVED HOMEOWNERSHIP ASSISTANCE DEFAULTED ON A MORTGAGE SECURING DEBT INCURRED TO PURCHASE THE HOME.

H. Home Search

HAGC will allow the family to search for a suitable home for sixty (60) days. Upon a written request from the family, HAGC may allow for an additional sixty (60) days under the following circumstances:

1. The request must be received by HAGC prior to the expiration date of the initial sixty (60) days;
2. HAGC shall require a written progress report on the family's progress in finding and purchasing a home after thirty (30) days and each thirty (30) days thereafter; and
3. If the family is unable to purchase a home within the maximum time established (one hundred, twenty (120) days) HAGC will issue the family a voucher.

**Section 16.05 Unit Eligibility**

A. HAGC must determine that the unit satisfies all of the following requirements

1. The unit is eligible;
2. The unit is either under construction or already existing at the time the family enters into the contract of sale;
3. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium;

4. The unit has been inspected by an HAGC inspector and by an independent inspector designate by the family; and
5. The unit satisfies NSPIRE.

B. Purchase of home where family will not own fee title to the real property

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and
2. The family has the right to occupy the home site for at least forty (40) years.

C. HAGC disapproval of seller

HAGC will not commence homeownership assistance for occupancy of a home if HAGC has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under Title 24 of the *C.F.R.*

D. HAGC-owned units

Homeownership assistance may be provided for the purchase of a unit that is owned by HAGC that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by HAGC), only if all of the following conditions are satisfied:

1. HAGC must inform the family, both orally and in writing that the family has the right to purchase any eligible unit and an HAGC owned unit is freely selected by the family without HAGC pressure or steering;
2. The unit is not ineligible housing; and
3. HAGC must obtain the services of an independent agency in accordance with 24 *C.F.R.* 982.352 (b)(1)(iv)(B) and (C), to perform the following HAGC functions:
  - (i) Inspection of the unit for compliance with NSPIRE;
  - (ii) Review of independent inspection report, in accordance with 24 *C.F.R.* 982.631(b)(4);
  - (iii) Review of contract of sale, in accordance with 24 *C.F.R.* 982.631(c); and
  - (iv) Determination of the reasonableness of the sales price and HAGC provided financing, in accordance with 24 *C.F.R.* 982.632 and other supplementary guidance established by HUD.

## **Section 16.06 Home Inspections**

HAGC may not commence monthly homeownership assistance payments or provide a down payment assistance grant (as a reasonable accommodation) for the family until HAGC has inspected the unit and has determined that the unit passes NSPIRE. HAGC elects to perform NSPIRE inspections for the term of the homeownership assistance on an as needed basis, but not less than annually.

### Independent Inspection

- A. The unit must also be inspected by an independent professional inspector selected by and paid for by the family.
- B. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.
- C. HAGC may not require the family to use an independent inspector selected by HAGC. The independent inspector may not be an HAGC employee or contractor, or other person under control of HAGC. However, HAGC will require the inspector to be a licensed home inspector in the State of NJ.
- D. The independent inspector must provide a copy of the inspection report both to the family and to HAGC. HAGC may not commence monthly homeownership assistance payments or provide a down payment assistance grant for the family, until HAGC has reviewed the inspection report of the independent inspector.

## **Section 16.07 Contract of Sale**

- A. Before commencement of monthly homeownership assistance payments or receipt of a down-payment assistance grant (when permitted as a reasonable accommodation to a person with disabilities), a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give HAGC a copy of the contract of sale.
- B. The contract of sale must:
  - 1. Specify the price and other terms of the sale by the seller to the purchaser;
  - 2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
  - 3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is not satisfactory to the purchaser;

4. Provide that the purchaser is not obligated to pay for any necessary repairs; and
5. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under Title 24 of the *C.F.R.*

### **Section 16.08 Disapproval of Seller**

In accordance with 24 *C.F.R.* 982.631(d), HAGC may deny approval of a seller for any reason provided for disapproval of an owner in 24 *C.F.R.* §982.306(c).

- A. HAGC must not approve a contract of sale if HAGC has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 *C.F.R.* Part 24.
- B. When directed by HUD, HAGC must not approve a contract of sale if:
  1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
  2. A court or administrative agency has determined that the seller violated the Fair Housing Act or other federal equal opportunity requirements.
- C. HAGC may deny approval to sell a unit from a seller for any of the following reasons:
  1. The seller has violated obligations under a HAP contract under Section 8 of the Act;
  2. The seller has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
  3. The seller has engaged in any drug-related criminal activity or any violent criminal activity;
  4. The seller has a history or practice of non-compliance with NSPIRE for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program; or
  5. The seller has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of HAGC, or of seller employees or other persons engaged in the management of housing;

- (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - (d) Is drug-related criminal activity or violent criminal activity; or meet state or local housing codes; or e. The seller has not paid state or local real estate taxes, fines, or assessments.
- D. HAGC must not approve a unit if the seller is the parent, child, grandparent, grandchild, sister or brother of any member of the family; unless HAGC determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against HAGC approval of a unit applies at the time the family initially receives monthly homeownership assistance or a down-payment assistance grant for the purchase of a particular unit.
- E. Nothing in this Section is intended to give any seller any right to participate in the program.
- F. For the purposes of this Section, “seller” includes a principal or other interested party.

#### **Section 16.09 Financing Purchase of Home**

- A. The family is responsible for obtaining financing. HAGC will develop partnerships with lenders and provide guidance to the family but will not require a specific lender.
- B. HAGC will approve the lenders/financing on a case-by-case basis. HAGC will review the lender qualifications and the loan terms before authorizing homeownership assistance. HAGC may disapprove the proposed financing if it determines that the debt is unaffordable, or if HAGC determines that the lender or loan terms do not meet HAGC’s qualifications.
- C. HAGC shall prohibit the following types of financing:
- 1. Seller financing; and
  - 2. Balloon payment mortgages.

#### **Section 16.10 Distribution of Homeownership Assistance Payment**

- A. Amount of monthly homeownership assistance payment

While the family is residing in the home, HAGC shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- 1. The payment standards minus the total tenant payment; or
- 2. The family’s monthly homeownership expenses minus the total tenant payment.

**B. Payment Standard for family**

1. The payment standard for a family is the lower of:
  - (a) The payment standard for the family unit size; or
  - (b) The payment standard for the size of the home.
2. If the home is located in an exception payment standard area, HAGC must use the appropriate payment standard for the exception payment standard area.
3. The payment standard for a family is the greater of:
  - (a) The payment standard (as determined in accordance with B(1) and B(2) of this Section at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home; or
  - (b) HAGC must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to 24 *C.F.R.* §982.402 and §982.503 for the homeownership option as for the HCV Program.

**C. Determination of homeownership expenses**

1. Monthly mortgage (principal plus interest).
2. Monthly real estate taxes and public assessments on the home (annual amount divided by twelve (12) months).
3. Monthly utilities for water and sewer based on HAGC's Utility Allowance Worksheet (utilities shall not include telephone or cable expenses).
4. Monthly homeowners insurance (annual premium divided by twelve (12) months).
5. Cooperative or condominium fees that are not elective (for example a pool membership is not included).
6. HAGC allowance for maintenance expenses.
7. HAGC allowance for major repairs and replacements.
8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if HAGC determines that allowance of such costs as homeownership expenses is needed as a reasonable

accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 *C.F.R.* Part 8.

- D. Homeownership expenses for a cooperative member may only include amounts allowed by HAGC to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  3. Home insurance;
  4. The HAGC allowance for maintenance expenses;
  5. The HAGC allowance for costs of major repairs and replacements;
  6. The HAGC utility allowance for the home;
  7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if HAGC determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with 24 *C.F.R.* Part 8; and
  8. Land lease payments where a family does not own fee title to the real property on which the home is located.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. Payment to lender or family. HAGC must pay the homeownership assistance payments as follows:
1. HAGC shall make monthly payments either directly to the assisted family or directly to the lender as determined on a case-by-case basis in order to comply with the underwriting requirements of the family's mortgage.
  2. HAGC shall require the family to provide documentation from the mortgage company that the monthly mortgage amount is paid. Such requests shall be from time to time as determined necessary by the Executive Director, or designee.



3. Should the family not cooperate with HAGC's requests; the family may be subject to termination from the HCV Program.
  4. In cases where the monthly homeownership assistance is paid directly to the family, if the family is not making their mortgage payment in a timely manner, HAGC reserves the right to send homeownership assistance payments, for the respective family, directly to the mortgage company.
- G. Automatic termination of homeownership assistance. Homeownership assistance for a family terminates automatically after one hundred, eighty (180) calendar days after the last homeownership assistance payment on behalf of the family.

### **Section 16.11 Down Payment Assistance Grants**

- A. General. HAGC may provide a single down payment assistance grant for a family with a disabled family member that has received tenant-based or project-based rental assistance in the HCV Program only in those cases where a down-payment assistance grant would result in a reasonable accommodation.
- B. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.
- C. HAGC shall not permit the down payment grant to be applied to closing costs.
- D. Maximum down payment grant. A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.
- E. Payment of down payment grant. The down payment assistance grant shall be paid at the closing of the family's purchase of the home.
- F. Administrative fee. For each down payment assistance grant made by HAGC, HUD will pay HAGC a one-time administrative fee.
- G. Return to tenant-based assistance. A family that has received a down-payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with Program requirements and HAGC's policies. However, HAGC may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, eighteen (18) months must have passed since the family's receipt of the down-payment assistance grant.
- H. Implementation of down payment assistance grants. HAGC may not offer down payment assistance under this paragraph until HUD publishes a notice in the Federal Register.

### **Section 16.12 Family Obligations**

A. In order to remain eligible for continued assistance, the family must:

1. Occupy the home as the family's sole residence;
2. Comply with mortgage terms;
3. Report changes in family composition to HAGC;
4. Comply with the family obligations of the HCV Program;
5. Supply information as required by HAGC concerning refinancing or payment of debt; sale or transfer of any interest in the home; or homeownership expenses;
6. Notify HAGC before moving out of the home and of any mortgage default;
7. Comply with any additional HAGC requirements, such as ongoing counseling and NSPIRE inspections; and
8. Execute a written statement that the family agrees to comply with all family obligations for homeownership assistance.

B. A Family must not:

1. Sublet or lease the home; or
2. Acquire ownership interest in a second residence or any other residential property.

### **Section 16.13 Move with Continued Assistance**

The family may move with continued assistance (homeownership or rental) provided that the family is in good standing. HAGC will not commence continued assistance of a new unit if any family member owns title or any other interest in the prior home. HAGC shall only approve one move during any one-year period. For continuation of assistance in a new unit, the family must meet all initial eligibility requirements except for the first-time homeowner requirement. HAGC will determine on a case-by-case basis if additional counseling is required.

### **Section 16.14 Time Limits**

If the initial mortgage is twenty (20) years or more, the maximum term of homeownership assistance is fifteen (15) years. In all other cases, the term shall be ten (10) years. The time limits do not apply to families that qualified as elderly at the start of the homeownership assistance or to families that qualify as disabled at any time during the homeownership assistance. Should the family cease to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date the assistance commenced. In no case shall the

assistance be less than six (6) months from the date of initial purchase. Time limits shall be applied from the date of initial purchase, regardless of whether the family moves to a new unit.

### **Section 16.15 Denial or Terminations**

The common terms of denial or termination of the HCV Program, which includes the homeownership option, are described in Article V. In the event of a mortgage default HAGC must terminate assistance and not allow the family to move with continued assistance, including rental assistance.

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## **Article XVII. Charges to the Administrative Fee Reserve**

In no event shall amounts be charged to the Section 8 Net Restricted Assets account (also referred to as the Administrative Fee Equity Account) without formal approval from the Board of Commissioners through Board Resolution. In the event HUD will not provide funding for units under lease in excess of the Annual Contributions Contract, HAGC must identify funds to pay for such units and may only do so by formal approval from the Board of Commissioners through Board Resolution. Should funds not be available to pay for over-leased units, HAGC may have to terminate rental assistance contracts. Such contracts will be selected by determining the clients who are relying on Section 8 assistance the least. The action to determinate assistance for over-leased units may only be done by formal approval from the Board of Commissioners through Board Resolution.

## ATTACHMENT I

### Housing Authority of Gloucester County

#### VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

##### **I. Purpose and Applicability:**

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

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

##### **II. Goals and Objectives:**

This Policy has the following principal goals and objectives:

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

##### **III. Definitions:**

HAGC shall implement all definitions as established in 24 *C.F.R.* §5.2003.

#### **IV. Admissions and Screening:**

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

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

#### **V. Termination of Tenancy or Assistance:**

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

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. Tenancy or assistance will not be terminated by HAGC on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, HAGC will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - (a) Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, HAGC shall not apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.
  - (b) Nothing contained in this Policy shall be construed to limit HAGC’s ability to evict or terminate from assistance any tenant or lawful applicant if HAGC as the case

may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, HAGC must have objective evidence of words, gestures, actions or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by HAGC only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

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

## **VI. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:**

- A. Requirement for Verification. HAGC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HAGC. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished by providing to HAGC one of the following types of documentation:
1. Form HUD-5382;
  2. A document signed by the claimant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the claimant has sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The document must specify, under penalty of perjury (28 U.S.C. 1746), that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault” or “stalking” in HUD’s regulations at 24 C.F.R. §5.2003;
  3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident or incidents of domestic violence,

dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others; or

4. At the discretion of HAGC, a statement or other evidence provided by the applicant or tenant.

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

- B. Time Allowed to Provide Verification/Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by HAGC to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. HAGC may grant an extension during which no adverse action can be taken. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this Policy against a proposed adverse action.
- C. Acceptance of Verbal Statement. HAGC may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, or designee, and generally in such cases where HAGC is otherwise aware of the abuse and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.
- D. Request for Third-Party Documentation of Victim Status. HAGC will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to HAGC. When evicting or terminating one household member, HAGC shall follow family break up policies and the HAGC's Grievance Policy.

## **VII. Confidentiality:**

- A. Right of Confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to HAGC in connection with a verification required by this Policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing; or 2. required for use in eviction proceedings or in connection with termination of



assistance, as permitted under VAWA; or 3. otherwise required by applicable law. HAGC will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

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

### **VIII. Court Orders/Family Break-up:**

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

### **IX. Relationships with Service Providers:**

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

## **Housing Authority of Gloucester County**

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

#### **Emergency Transfers**

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

#### **Eligibility for Emergency Transfers**

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

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

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

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

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

## **Emergency Transfer Request Documentation**

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

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

HAGC shall retain records of all emergency transfer requests and their outcomes for three (3) years or for a period of time as specified in the program regulations.

## **Confidentiality**

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

## **Emergency Transfer Timing and Availability**

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

the tenant has been transferred. HAGC may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, HAGC has no safe and available units for which a tenant who needs an emergency transfer is eligible, HAGC will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an “External Emergency Transfer”, meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant’s request, HAGC will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault or stalking that are attached to this plan.

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

### **Safety and Security of Tenants**

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

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

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

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

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

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

- **Family Part-Chancery Division Superior Court of NJ**  
1-856-379-2200  
101 S 5th Street, 2nd Floor  
Camden, NJ 08103
- **New Jersey Domestic Violence Hotline**  
1-800-572-SAFE (7233)

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NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

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

Form HUD-5380  
(12/2016)

**The Housing Authority of Gloucester County**

**Notice of Occupancy Rights under the Violence Against Women Act**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>1</sup>. The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that The Housing Authority of Gloucester County (HAGC) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

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

**Protections for Tenants**

If you are receiving assistance with HAGC you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights with HAGC solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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

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

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

In removing the abuser or perpetrator from the household, HAGC must follow federal, state, and local eviction procedures. In order to divide a lease, HAGC may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault or stalking.

## **Moving to Another Unit**

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

**(1) You are a victim of domestic violence, dating violence, sexual assault or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.

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

**OR**

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

transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

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

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

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

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

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

- A complete HUD-approved certification form given to you by HAGC with this notice, that documents an incident of domestic violence, dating violence, sexual assault or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault or stalking are grounds for protection.
- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the fourteen (14) business days, HAGC does not have to provide you with the protections contained in this notice.



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

### **Confidentiality**

HAGC must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. HAGC must not allow any individual administering assistance or other services on behalf of HAGC (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state or local law. HAGC must not enter your information into any shared database or disclose your information to any other entity or individual. HAGC, however, may disclose the information provided if:

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

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

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

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

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

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HAGC can demonstrate the above, HAGC should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

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

### **For Additional Information**

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

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

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

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

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

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

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

Form HUD-5382  
(12/2016)

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

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

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

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

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

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you

in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

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

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

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

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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

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

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

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

Form HUD-5383  
(12/2016)

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

**The requirements you must meet are:**

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

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

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

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

**OR**

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

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

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

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

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

**6. Address or phone number for contacting the victim:** \_\_\_\_\_

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

**8. Relationship of the accused perpetrator to the victim:** \_\_\_\_\_

**9. Date(s), Time(s) and location(s) of incident(s):** \_\_\_\_\_

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

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

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

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_



## LEASE ADDENDUM

### VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

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

#### **1. Purpose of the Addendum**

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

#### **2. Conflicts with Other Provisions of the Lease**

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

#### **3. Term of the Lease Addendum**

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

#### **4. VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed

upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

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Tenant

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Date

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Landlord

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Date

DRAFT

## ATTACHMENT II

### HOUSING AUTHORITY OF GLOUCESTER COUNTY

100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096

#### Statement of Family Responsibility - Section 8 Moderate Rehabilitation Program

**1. Certification.** The Housing Authority of Gloucester County (HAGC) hereby certifies that the Family headed by

\_\_\_\_\_ and which consists  
of \_\_\_\_\_ the \_\_\_\_\_ following  
members: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is eligible to participate in HAGC's Section 8 Moderate Rehabilitation Program (Program) and is approved to occupy a unit located at

\_\_\_\_\_ under this  
Program. Under the Program, HAGC makes housing assistance payments on behalf of participating families towards their rent to owners of decent, safe, sanitary dwelling units moderately rehabilitated under the Program.

**2. Family Portion of Rent.**

(a) **Total tenant payment.** The total amount the family is obligated to pay monthly towards rent and utilities is based on

the family's income and is called the Total Tenant Payment.

(b) **Family payment to owners.** The amount that the family is obligated to pay monthly to the owner is the amount of the Total Tenant Payment unless the family is responsible for paying any utilities. If the family must pay any utilities directly, the family will pay to the owner the Total Tenant Payment minus the appropriate allowances as determined by HAGC for tenant-paid utilities.

(c) **Changes in family income and allowances.** The amount of the family's required total tenant payment is subject to change by reason of changes to Program rules and changes in family income, composition, or expenses. The family is required to notify HAGC of any and all changes in writing within fourteen days.

**3. HAGC portion of rent.** HAGC will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent.

**4. Family Obligations.** Any family participating in the Program with HAGC must follow the rules listed below in order to continue to receive housing assistance under the Program. Each family member must:

1. Supply any information that HAGC or HUD determines to be necessary for administration of the Program including submission of required evidence of citizenship or eligible immigration status. All information supplied by the family must be true and complete.
2. Report any and all changes in household composition, income, assets or deductions in writing within fourteen (14) calendar days of the change. Promptly notify HAGC in writing if any family member no longer lives in the unit.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
5. Supply any information requested by HAGC to verify that the family is living in the unit or information related to family absence from the unit.
6. Request written approval to add any other person as an occupant of the unit. Visitors may not stay more than fourteen (14) days in a twelve (12) month period.
7. Notify HAGC in writing prior to the family being away from the unit for thirty (30) days or more. Absence may not exceed ninety (90) consecutive days or ninety (90) days per calendar year. Prior written notice is required, documenting the length of the absence and affirming the intent to return. The family is also responsible for paying rent and utilities during their absence, arranging for HAGC inspection and receiving all correspondence.
8. Allow HAGC to inspect the unit at reasonable times after reasonable notice.
9. Give HAGC and the owner at least sixty (60) days notice in writing before moving out of the unit or terminating the lease.
10. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
11. Promptly notify HAGC in writing of the birth, adoption or court-awarded custody of a child.
12. Request HAGC written approval to add any other family member as an occupant of the unit.
13. Give HAGC a copy of any owner eviction notice.
14. Do not cause damage to the unit or premises or permit any guest to damage the unit or premises. If a breach in National Standards for the Physical Inspection of Real Estate (NSPIRE) is life threatening, it must be corrected within twenty-four (24) hours; all others must be corrected in thirty (30) days.
15. Pay utility bills and supply appliances that the owner is not required to supply under the lease.
16. Only engage in legal profit making activities in the unit as long as the primary use of the unit is the family's residence and the owner gives permission.

17. Agree that any persons who move in without permission may be required to leave the unit.
18. Cooperate with HAGC in finding another unit when the family is no longer eligible for the contract unit they now occupy because of a change in family size.

**The family (including each family member) must not:**

1. Commit any serious or repeated violations of the lease.
2. Breach an agreement with HAGC to pay amounts owed.
3. Commit fraud, bribery or other corrupt or criminal act in connection with any federal housing program.
4. Participate in illegal drug related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.
5. Engage in drug-related criminal activity or violent criminal activity.
6. Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.
7. Be subject to lifetime registration a requirement under a state sex offender program.

8. Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing
9. Engage in abusive or violent behavior toward HAGC personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format.
10. Damage the unit or premises (beyond ordinary wear and tear) or permit any guest to damage the unit or premises.
11. Rent a unit from a relative, who is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HAGC has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
12. Own or have any interest in the unit.
13. Receive Section 8 Moderate Rehabilitation housing assistance while receiving other housing subsidies, for the same unit or a different unit under any other federal, state or local housing assistance program.

**4. Termination of Assistance.** If the family voluntarily vacates the unit, there is no

guarantee that further housing assistance will be provided. Additionally, if the family vacates the unit in violation of the lease term causing HAGC to be liable for vacancy payments or if the family vacates the unit while owing rent or other amounts due under the lease, the family may not receive further assistance unless the family satisfies these liabilities. HAGC may deny Program assistance for an applicant or terminate Program assistance for a participant for any breach of the family obligations listed above or for any of the following reasons:

- (a) If any member of the family has ever been evicted from federally assisted housing in the last five years;
- (b) If any PHA has ever terminated assistance under a tenant-based voucher assistance program for any family member; or
- (c) If the family currently owes any money to HAGC or another PHA in connection with Section 8 or public housing assistance.

**5. Continued Participation of Family when Contract is Terminated.** If an Owner evicts an assisted family in violation of the Contract or otherwise breaches the Contract, and the Contract for the unit is

terminated, and if the Family was not at fault and is eligible for continued assistance, the Family may continue to receive housing assistance through the conversion of the Moderate Rehabilitation assistance to tenant-based assistance under the Section 8 voucher program.

**6. Illegal Discrimination.** If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail or by telephone. HAGC will give the family information on how to fill out and file a complaint.

**I hereby certify that I understand the family's obligations under HAGC's Program and that failure to comply with these obligations may result in the termination of participation in the Program.**

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

HAGC Representative/ Title

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## ATTACHMENT III

### THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

#### SECTION 8 ADMINISTRATIVE PLAN

##### Bed Bug and Vermin Infestation Management Policy

#### **A. Policy Objectives:**

The purpose of this Bed Bug Policy and Vermin Infestation is to establish roles and responsibilities for landlords, participants and the Housing Authority of Gloucester County (HAGC) in minimizing the potential for Vermin Infestation and provide guidance when bed bugs are present in a unit assisted under the Section 8 Housing Choice Voucher or Moderate Rehabilitation Program.

#### **B. Landlord Roles and Responsibilities:**

The Housing Assistance Payment Contract (HAP contract) requires the landlord to maintain the contract unit and its premises in accordance with National Standards for the Physical Inspection of Real Estate (NSPIRE). It is the landlord's responsibility to ensure the dwelling unit is in sanitary condition and free of vermin and rodent infestation. If the presence of bed bugs or other vermin is suspected, the landlord must notify HAGC immediately. HAGC's Inspectors are not certified in the identification of bed bugs. When notified by a landlord or participant that bed bugs are present, HAGC will fail the unit under NSPIRE, therefore it is strongly recommended that the landlord contact an extermination professional for an immediate inspection. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (including all treatment performed) must be provided to HAGC by the landlord within 48 hours of the initial determination that treatment is required. In addition, the landlord must complete the "Landlord Certification Statement" document and send to HAGC within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payments, termination of the HAP contract and suspension of eligibility to participate in the Housing Choice Voucher Program.

#### **C. Tenant Roles and Responsibilities:**

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs or other vermin is suspected, it is the tenant's responsibility to notify the landlord and HAGC immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work cooperatively with the landlord and/or



extermination professional to ensure the successful elimination of bed bugs and vermin. Tenant non-compliance may result in the loss of the Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs or other vermin and the landlord fails to take action within a reasonable period of time, the tenant shall notify HAGC. HAGC will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, HAGC will notify the new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

**D. HAGC Roles and Responsibilities:**

HAGC is responsible to ensure the landlord maintains the assisted unit in accordance with NSPIRE and provides guidance on the resolution of any potential bed bug and vermin problems. When relocation is necessary, HAGC will ensure the tenant completes the "Relocation Task List" prior to relocation in order to minimize the transfer of bed bugs or vermin to a new unit. HAGC will also require all program participants and landlords to disclose at intake, recertification and inspection all exposure to bed bugs within the last twelve (12) month period.

## **Bed Bug and Vermin Infestation Management Policy**

### **Landlord Certification Statement**

It is the goal of the Housing Authority of Gloucester County (HAGC) to promote and provide safe and sanitary housing to program participants. If bed bugs or vermin are present, it is responsibility of the landlord to ensure that the dwelling unit and its equipment be sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of infestations. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together towards a common goal, extermination and elimination.

To assist HAGC in its goal, HAGC requests that the following information be completed by the landlord upon completion of treatment (within seventy-two (72) hours of initial determination that treatment is necessary).

Date unit was treated:

Type of treatment provided (methods, products used, areas treated:

Did tenant complete required pre-treatment activities:

Was follow up treatment recommended by Extermination Professional? If yes, provide date when follow up treatment will be provided:

#### **Landlord Statement of Certification**

I, \_\_\_\_\_, certify that I have had the unit located at \_\_\_\_\_ professionally treated by a licensed extermination professional in order to eliminate the presence of vermin infestations.

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

### Participant Relocation Task List

Bed bugs and vermin are difficult to contain without proper treatment. Therefore, if a participant relocates and the proper treatment has not taken place, the bed bugs and vermin will move with the participant in carried furniture, bedding, clothing etc. If HAGC has determined that it is necessary and appropriate for you to locate to a new unit, HAGC requires that certain steps be followed to ensure that the bed bugs are not transferred to the new residence. To control further infestation, the Relocation Task List must be completed in preparation for relocation.

Relocation Task List (initial each item)

\_\_\_\_\_ Remove all sheets, blankets, mattress covers, pillowcases, etc. from bed and wash in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Fold and place them in a plastic garbage bag, seal bags tightly. Do not put them back on the bed until the move is complete.

\_\_\_\_\_ Wash all clothing, toys, towels and linens in hot water (120+ degrees) and dry in clothes dryer on the highest heat setting for at least thirty (30) minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

\_\_\_\_\_ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, nightstand drawers, mattress and box springs/ Place disposable vacuum cleaner bag inside plastic garbage bag and seal tightly and discard in outdoor trash receptacle immediately.

\_\_\_\_\_ Purchase and place special bed bug mattress box spring encasements around all mattress and box springs. The encasements must remain on all mattresses and box springs for at least one year.

\_\_\_\_\_ Discard or have all infested furniture professionally treated by a licensed exterminator. If the participant chooses to keep the furniture, proof of treatment must be provided. HAGC will not relocate a participant to a new unit with infested furniture.

Tenant Statement of Certification

I, \_\_\_\_\_, certify that I have read and understand the information above and have performed the items listed in the Relocation Task List.

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT IV**

### **CODE OF CONDUCT**

#### **1 Ethical and Legal Business Practices**

##### **1.1 HAGC Ethical Standard**

Employees shall conduct business according to the highest ethical standards of public service. Employees shall devote their best efforts to the interests of HAGC. Employees shall be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. All duties shall be performed in a conscientious, honest, and legally compliant manner and not for one's own personal or private gain or advantage.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that create, or appear to create, a conflict between the employee and HAGC's interests are unlawful and prohibited.

##### **1.2 Conflicts of Interest Policy**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the HAGC's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain or advantage for the employee or an immediate relative, including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved.

No HAGC employee shall engage in selling or attempting to sell supplies, services or construction to HAGC for one year following the date such employment ceased.

Additional examples of potential conflict situations include, but are not limited to:

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

Anyone with a conflict of interest must disclose it to the Human Resources Director and/or Executive Director and remove themselves from negotiations, decisions, deliberations, or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct regardless of whether it is ultimately determined that such violations have in fact occurred. There will be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest. Employees are prohibited from engaging in outside employment activities while on the job or using HAGC time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of HAGC work diminishes. Any employee who holds an interest in, or is employed by, any business doing business with HAGC must submit a written notice of these outside interests to the Executive Director.

### **1.3 Gifts Policy**

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials, program landlords, applicants, tenants/participants, or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which the employee knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If an employee receives a gift or other benefit of more than nominal value, the employee shall report it promptly to the Human Resources Director. The gift shall be returned or donated to a suitable charity as determined by the Human Resources Director.

### **1.4 Confidentiality Policy**

HAGC clients are protected by the Federal Privacy Act and as such client records are considered confidential unless specifically allowed to become part of Public Records as defined by federal, state or local government regulations and/or law. HAGC employees must comply with all requirements of HAGC's Data Security Policy which specifies that no HAGC employee may disclose information to the public without appropriate signed authorization from the resident or client. Information that pertains to HAGC's business, including all nonpublic information concerning HAGC, is strictly confidential and shall not be given to people who are not authorized to receive such information.

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

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

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

If an employee gains access to any confidential information, including private employee information, such employee shall be responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information shall not be tolerated.

### **1.5 Accounting and Financial Reports**

HAGC's financial statements and all books and records on which they are based must accurately reflect HAGC's transactions. All disbursements and receipts shall be properly authorized and recorded.

Employees shall record and report financial information accurately. Reimbursable business expenses shall be reasonable, accurately reported and supported by receipts.

Employees responsible for handling or disbursing funds shall ensure that all transactions are executed as authorized and recorded to permit financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

### **1.6 Political Activity Policy**

The Hatch Act, 5 U.S.C. 1501-1508 restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, so long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using HAGC time, supplies or equipment in any political

activity. Any violation of this policy shall be reported to the employee's supervisor, Human Resources Director, or Executive Director or designee.

## **1.7 Employee Records**

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

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

Personnel files are confidential records that shall be secured in a locked cabinet and shall only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition shall be maintained in a separate file. Electronic personnel and medical records shall be protected from unauthorized access.

Upon request, employees may review their own personnel files at a mutually agreeable time on HAGC's premises in the presence of the Human Resource Director or a designated supervisor. The employee shall be entitled to review any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees shall not remove any documents from their personnel file. Employees are permitted to have a copy of any document contained in their personnel file. Employees may add to their personnel file a rebuttal to any disputed statement or document contained in their personnel file.

Personnel files do not contain confidential employee medical information. Any such information that HAGC may obtain shall be maintained in a separate file and treated, at all times, as confidential. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

HAGC strives to maintain the privacy of personnel records. There are limited circumstances in which HAGC will release information contained in personnel or medical records to persons outside HAGC. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of HAGC's compliance with applicable law;
- To HAGC's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance, or arbitration in which the employee and HAGC are parties;
- In a workers' compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other authorized person requesting a verification of

employment.

### **1.8 Nepotism Policy**

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

For purposes of this policy, the term “immediate family” shall mean a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee’s household.

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



## ATTACHMENT V

### **Live-In Aide Policy**

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

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

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

(1) Conducting a background /criminal check. HAGC may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act; (d) violated any family obligations under the program as published under 24 C.F.R. §982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.

(2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:

- i. The Live-in aide is qualified to provide the needed care.
- ii. The Live-in aide was not part of the household prior to receiving program assistance.
- iii. There is no other reason for the aide to reside in the unit - the aide can demonstrate they have a previous residence the aide left in good standing.
- iv. The aide and the participant will maintain separate finances.
- v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing

living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by HAGC. HUD Regulations require HAGC to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, HAGC will determine if any out-of-pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by HAGC, a live-in aide must also sign a Live-In Aide Lease Addendum.

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### Certification for Live-In Aide

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly<sup>1</sup> persons, or persons with disabilities, and who:

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

I \_\_\_\_\_ certify that:  
(Name of participant)

I have selected \_\_\_\_\_ as my live-in aide.

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

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

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

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

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

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

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

Participants Name \_\_\_\_\_

Participant Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

Live-in Aide Name \_\_\_\_\_

Live-in Aide Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

<sup>1</sup> Near-elderly family means a family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

## **ATTACHMENT VI**

### **Housing Authority of Gloucester County**

#### **EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY**

##### **A. NONDISCRIMINATION POLICY**

Federal laws require the Housing Authority of Gloucester County (HAGC) to treat all applicants, tenants, and participant 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, disability, sexual orientation, gender identity, and marital status. HAGC will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that HAGC to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarified in Notice PIH 2014-20.
- The Violence against Women Act of 2013 (VAWA).
- Executive Order 13988 on the Enforcement of the Fair Housing Act.
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff, subsequently enacted.

HAGC shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. HAGC shall not, on account of any protected class:

1. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide anyone housing that is different (of lower quality) from that provided to others;

3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission;
6. Deny anyone access to the same level of services; or
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

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

HAGC will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of HAGC's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

HAGC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

## **B. OPERATING JURISDICTION OF HAGC**

The Operating Jurisdiction of HAGC shall consist of the following municipalities.

<u>Municipality</u>	<u>Census Tract #</u>
1. Clayton (Boro.)	5015
2. Deptford (Twp.)	5011
3. East Greenwich (Twp.)	5006
4. Elk (Twp.)	5019
5. Franklin (Twp.)	5017
6. Glassboro (Boro.)	5014
7. Greenwich (Twp.)	5005
8. Harrison (Twp.)	5020
9. Logan (Twp.)	5024
10. Mantua (Twp.)	5007
11. Monroe (Twp.)	5016.01,5016.02

12. National Park (Boro.)	5003
13. Paulsboro (Boro.)	5004
14. Swedesboro (Boro.)	5023
15. Washington (Twp.)	5012
16. West Deptford (Twp.)	5002
17. Westville (Boro.)	5001
18. Woodbury (City)	5010
19. Woodbury Heights (Boro.)	5009
20. Woolwich (Twp.)	5022

### **C. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES**

It is HAGC's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is HAGC's intent to market the programs and services to those individuals who have been historically underserved. HAGC will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

HAGC will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable federal regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of HAGC's Executive Director considering the available funding, length of the waiting listing and whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless HAGC determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, HAGC must notify the family in writing. All registrants will be placed on the waiting list in accordance with the applicable federal regulations governing the program, and HAGC's established policy. The waiting lists will be assembled in accordance with the applicable federal regulations governing the program and HAGC's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, HAGC may stop accepting new applications and close the waiting lists. When the waiting list is closed, HAGC will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

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

As conditions may require, HAGC will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. HAGC may issue public announcements of availability to encourage applications for assistance. HAGC will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which HAGC may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.
2. Distribute marketing materials and make same available on HAGC's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.
3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or waiting list openings.
4. Display posters containing the Equal Opportunity language and logo in all HAGC offices and owned/managed properties.
5. HAGC staff shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.
6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.
7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with HAGC.

8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the experience of HAGC and is anticipated in the future that a sufficient number of residents within the Operating Jurisdiction will register for assistance. Accordingly, no special outreach for residents within the Operating Jurisdiction will be undertaken. The Supervisor of the Intake Department shall review/monitor the waiting list monthly. Should the circumstances change, special outreach services will be performed to reach residents within the Operating Jurisdiction.
9. Maintain training and resource material for all HAGC staff involved in program administration and conduct and/or make available regular training on fair housing and civil rights compliance.

#### **D. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM**

HAGC continuously markets program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of HAGC has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on HAGC's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation. Effective 2018, HAGC began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allow HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities.

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.
2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.



3. Provide prospective clients during the Tenant Briefing Program a list of currently participating property owners.
4. At the time of issuance, and as part of continued counseling provided to assisted tenants, HAGC staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employment, childcare center, shopping, and public transportation.
5. The family will be supplied a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on HAGC's website and/or via electronic communication to the participant.
6. HAGC will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the SAFMR Rule. HAGC will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

#### **E. OPERATIONS**

In order to further the objectives of nondiscrimination, HAGC shall:

1. Include in the admissions briefings for all HAGC programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
2. Prominently display a Fair Housing Poster in every development office owned by HAGC and in HAGC's main office.
3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of HAGC. HAGC shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
4. HAGC shall consider all requests for reasonable accommodations in accordance with the applicable federal, state and local law and HAGC policy governing reasonable accommodations for individuals with disabilities.
5. In accordance with its Language Assistance Plan, HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.
6. For more information regarding the operating policies of HAGC, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative

Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.

7. HAGC does not intend to subcontract with a fair housing organization.
8. HAGC will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.
9. HAGC shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.
10. HAGC shall provide appropriate staff training on the implementation of the Fair Housing Act.
11. HAGC shall update and review policies in accordance with the provisions of the Fair Housing Act.
12. HAGC shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.
13. HAGC shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.
14. HAGC shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

#### **F. REPORTING DISCRIMINATION**

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

Upon receipt of a housing discrimination complaint, HAGC is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either

a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

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

DRAFT



## **PUBLIC HOUSING PROGRAM**

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

**REVISED:**

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

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

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## **Article I.      General Provisions**

### **Section 1.01   Program Objectives and Description**

The objective of the Housing Authority of Gloucester County’s (HAGC) Public Housing Program (“Program”) is to house extremely low, very low, and low-income families in decent, safe, and sanitary housing owned and managed by HAGC. The Program is intended to promote an environment for such lower income families, which is conducive to healthful living and is based on nondiscrimination on the basis of race, color, national origin, age, sex (which shall include sexual orientation and gender identity), disability, religion or familial status.

HAGC owns and manages three (3) Public Housing Projects subject to HAGC’s philosophy which concentrates the elderly in a multifamily setting, while scattering families so that their subsidy is “invisible” and the families can fully immerse within the community. HAGC complies with all the legal and management responsibilities of a landlord in addition to administering the Program in accordance with HUD regulations and this Policy.

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

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

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

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

### **Section 1.02   Administrative Authority**

This Admissions and Continued Occupancy Policy (“Policy”) is HAGC’s written statement of policies used to carry out the Program in accordance with federal law and regulations, and the Department of Housing and Urban Development (HUD) regulations. If there is any conflict between this Policy and such laws or regulations, such laws and regulations shall prevail. All issues related to public housing not addressed in this Policy are governed by applicable federal, state and local law and regulations. This Policy is designed to ensure compliance with the Consolidated Annual Contributions Contract and HUD-approved applications for Program funding. This Policy is approved by the HAGC Board of Commissioners. HAGC will revise this Policy as needed to comply with changes in federal law and regulations, and HUD regulations.

### **Section 1.03 Extenuating Circumstances**

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

### **Section 1.04 File Maintenance**

In order to demonstrate compliance with HUD and other pertinent regulations, HAGC will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess HAGC operational procedures objectively and with accuracy and in accordance with such regulations. HAGC maintains an electronic file for each applicant and tenant. The electronic file shall be considered the official file. HAGC also maintains a paper file, the purpose of which is to support the electronic file. All applicants and tenants, or their representatives, requesting to review HAGC files or records shall be provided with an electronic copy of the official, electronic file.

### **Section 1.05 Privacy Rights**

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

### **Section 1.06 Attachments**

- A. HAGC Policies and Forms. HAGC policies and forms that are attachments to this Plan are independent of this Plan subject to a separate approval process and may be revised or replaced by HAGC without revising this Plan. If HAGC revises or replaces any HAGC policy or form that is an attachment to this Plan, upon approval of such revised or replacement policy or form by HAGC, the applicable attachment hereto shall be replaced with the approved, revised or replacement HAGC policy or form and shall be effective upon approval by HAGC, and HUD if applicable, of the revised or replacement policy or form.
- B. HUD Forms. HUD forms that are attachments to this Plan are independent of this Plan and may be revised or replaced by HUD without revising this Plan. If HUD revises or replaces any HUD forms that are attachments to this Plan, upon approval of such revised or replacement forms by HUD, the applicable attachment hereto shall be replaced with the approved, revised or replacement HUD form and shall be effective upon approval by HUD of the revised or replacement form. HUD forms may be used after the expiration date



identified on the HUD form if no successor revised or replacement form has been approved by HUD.

### **Section 1.07 Housing Opportunity Through Modernization Act (HOTMA)**

All provisions of the Housing Opportunity through Modernization Act shall be fully implemented by January 1, 2025.

### **Section 1.08 Definitions**

- A. Adjusted Annual Income: Adjusted Annual Income is annual gross income after deductions for specific allowances, on which the tenant rent is based.
- B. Annual Income: Annual Income shall be calculated in accordance with 24 C.F.R. 5.609.
- C. Applicant (Applicant Family): A person or a family, including all Household members, that has applied for admission to the Program but is not yet a participant in the Program.
- D. Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to seek employment, or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
- E. Dependent: A member of the Family Household (excluding foster children, foster adults and Live-in-Aide) other than the Family head or spouse, who is under eighteen (18) years of age or is a Disabled Person or is a Full-time student. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or **participant** family fifty percent (50%) or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, HAGC will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.
- F. Disabled Family: A family whose head co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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

1. Inability to engage in any substantial gainful activity by reason of any medically

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

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

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

- G. Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
- H. Elderly/Disabled Household Exemption: An exemption of \$400 per household.
- I. Elderly Family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or two or more persons who are at least sixty-two (62) years of age living together; or one or more persons who are at least sixty-two (62) years of age living with a live-in aide.
- J. Extremely Low Income: A family whose Annual Income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than thirty percent (30%) of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.
- K. Family: Family includes but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  1. A family with or without children (the temporary absence, not to exceed 6 months) of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
  2. An elderly family;
  3. A near-elderly family;

4. A disabled family;
  5. A displaced family; and
  6. The remaining member of a tenant family.
- L. Foster Children and Foster Adults: Foster children and foster adults that are living with an applicant or participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.
- M. Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school, as well as an institution offering a college diploma.
- N. Guest: A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near HAGC premises. A guest can remain in the unit no longer than fourteen (14) days in a twelve (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 twenty (20) consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than fifty percent (50%) of the time, are not subject to the time limitations of guests as described above. Former tenants who have been evicted are not permitted as overnight guests. Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.
- O. HAGC: The Housing Authority of Gloucester County.
- P. Head of Household: The adult family member who is head of household for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the Program, alone or in conjunction with a co-head or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.



- Q. Household: Household is a broader term than family that includes additional people who, with HAGC's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.
- R. HUD: The U.S. Department of Housing and Urban Development.
- S. Ineligible Noncitizens: Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. HAGC is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited [24 C.F.R. 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.
- T. Live-In Aide: See HAGC's Live-In Aide Policy at Attachment \_\_\_\_ to this Policy for the definition of Live-In Aide.
- U. Lower Income Family: A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.
- V. Medical Expense Deduction: A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by HAGC for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
1. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent (3%) of annual income.
  2. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in Subsection NN.
- W. Mixed Families: A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this

determination.

- X. Monthly Adjusted Income: One twelfth (1/12) of Adjusted Income.
- Y. Monthly Income: One twelfth (1/12) of Annual Income.
- Z. Near-Elderly Family: A near-elderly family means a family whose head, co-head, spouse, or sole member is a person who is at least fifty (50) years of age, but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age, but below the age of sixty-two (62) living together; or one or more persons who are at least fifty (50) years of age, but below the age of sixty-two (62) living with one or more live-in aides.
- AA. Net Family Assets: Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income).
- The determination of Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the Program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less consideration not measurable in dollar terms.
- BB. Operating Jurisdiction: The following Gloucester County communities participating in the Program: Clayton (Boro.), Deptford (Twp.), East Greenwich (Twp.), Elk (Twp.), Franklin (Twp.), Glassboro (Boro.), Greenwich (Twp.), Harrison (Twp.), Logan (Twp.), Mantua (Twp.), Monroe (Twp.), National Park (Boro.), Paulsboro (Boro.), Swedesboro (Boro.), Washington (Twp.), West Deptford (Twp.), Westville (Boro.), Woodbury (City), Woodbury Heights (Boro.) and Woolwich (Twp.).
- CC. Program: HAGC's Public Housing Program.
- DD. Public Housing Agency (PHA): Any state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.
- EE. Servicemember: A person currently in the active military or naval service of the United States.
- FF. Spouse, Cohead, and Other Adult: A family may have a spouse or cohead, but not both. Spouse means the marriage partner of the head of household. A cohead is an individual in the household who is equally responsible with the head of household for ensuring that

the family fulfills all its responsibilities under the Program, but who is not a spouse. A family can have only one cohead. Other adult means a family member, other than the head, spouse, or cohead, who is eighteen (18) years of age or older. Foster adults and live-in aides are not considered other adults.

- GG. Tenant Rent: The amount payable monthly by the Family as rent to HAGC. Where all utilities (except telephone) and other essential housing services are supplied by HAGC, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by HAGC and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.
- HH. Total Tenant Payment: The monthly amount calculated in accordance with federal regulations Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:
1. Thirty percent (30%) of monthly Income; or
  2. Ten percent (10%) of Monthly Income; or
  3. If the family received Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs is specifically designated by such agency to meet the family's housing costs, the monthly portion of such payments which is so designated. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage; or
  4. Flat rent, if chosen by the family.
- II. Utilities: Water, electricity, gas other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television service are not included as a utility.
- JJ. Utility Allowance: If the cost of utilities (except telephone) and other essential housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by HAGC or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of safe, sanitary and healthful living.
- KK. Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
- LL. Very Low-Income Family: A Lower Income Family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty percent (50%) of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family

incomes.

- MM. Veteran: A person who has served in the active military service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, and the Commissioned Corps of the United States Public Health Service) and who has been discharged or released from such service under honorable circumstances.
- NN. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
- OO. Work-Related Disability Expenses: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
1. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  2. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent (3%) of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined herein.



## **Article II. Fair Housing & Equal Opportunity**

### **Section 2.01 Non-Discrimination**

Federal laws require HAGC to treat all applicants and tenants 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. HAGC will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that HAGC provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20 and EO 13988;
- The Violence against Women Reauthorization Act (VAWA); and
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

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

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

HAGC shall not automatically deny admission to otherwise qualified applicants because of the



applicants membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

HAGC will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the Program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988 (see Section 2.03 of this Policy).

## **Section 2.02 Assistance for Applicant/Tenant Claiming Unlawful Discrimination**

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

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

Applicants/tenants who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity (FHEO) at (800) 669-9777 (voice) or (800) 877-8339 (TTY). Housing discrimination complaints may also be filed by going to, or by completing FHEO's HUD-903.1 Form and submitting the completed form by email to [ComplaintsOfficer02@hud.gov](mailto:ComplaintsOfficer02@hud.gov) or regular mail to New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10278.

## **Section 2.03 Reasonable Accommodations Policy**

HAGC is committed to ensuring that the policies and procedures of the Program and HAGC services do not deny individuals with disabilities the opportunity to participate in, or benefit from, the Program and HAGC services. HAGC 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 the Program and HAGC services. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from the Program and HAGC services.

#### A. Definitions

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

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. §100.201.

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

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

#### B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation from HAGC at any time. The individual, or another person identified by the individual, should request a reasonable accommodation(s) by submitting a completed HAGC Reasonable Accommodation Request Form to HAGC’s Reasonable Accommodation Coordinator. The individual must explain what type of accommodation is required to provide the individual with a disability full access to the Program and HAGC’s services. Reasonable accommodation methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well as the applicable law (see Subsection D below).

**C. Verification of Reasonable Accommodation Request**

Before providing an accommodation, HAGC must determine that the individual meets the definition of an individual with a *disability*, and that the individual needs the specific accommodation due to their disability and the accommodation is required for the individual to have equal access to the Program and HAGC services. HAGC will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Licensed Health Care Professional. A Licensed Health Care Professional is a licensed physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse. HAGC must request only information that is necessary to evaluate the disability-related need for the accommodation. HAGC will not inquire about the nature or extent of any disability. In the event that HAGC does receive confidential information about an individual's specific diagnosis, treatment, or the nature or severity of the disability, HAGC will properly dispose of or redact such personal health information. In addition, HAGC may request that the individual, or the individual's Licensed Health Care Professional, provide suggested reasonable accommodations. If an individual's disability is obvious, or otherwise known to HAGC, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

**D. Denial of Request for Reasonable Accommodation**

HAGC can deny a request for a reasonable accommodation if the request was not made by or on behalf of an individual with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: a violation of state and/or federal law; a fundamental alteration in the nature of the Program; an undue financial and administrative burden on HAGC. All denials will be reduced in writing and will identify the reason for the denial. In the event the requested accommodation is denied, HAGC will consider whether there is an alternative accommodation that would effectively address the individual's disability-related need without violating a state and/or federal law, a fundamental alteration of the Program and without imposing an undue burden. Federal disability discrimination laws do not cover individuals whose tenancy would pose a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others.

**Section 2.04 Access to Services for Persons with Limited English Proficiency**

HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). An LEP person is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. HAGC's goal is to ensure meaningful access by the LEP person to critical services while not imposing undue burdens on HAGC. In order to determine the level of access needed by LEP persons, HAGC will act in accordance with HAGC's Language Assistance Plan and balance the following four (4) factors. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HAGC.

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Program;
- B. The frequency with which LEP persons come into contact with the Program;
- C. The nature and importance of the activity or service provided by the Program to people's lives; and
- D. The resources available to HAGC and costs.

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### **Article III. Program Eligibility**

#### **Section 3.01 Receipt and Initial Processing of Pre-Applications**

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

**HAGC – Administrative Office**

100 Pop Moylan Blvd., Deptford, NJ 08096

**Carino Park Apartments**

100 Chestnut Street, Williamstown, NJ 08094

**Colonial Park Apartments**

401 S. Evergreen Avenue, Woodbury, NJ 08096

**Nancy J. Elkins Seniors Housing**

100 Pop Moylan Blvd., Deptford, NJ 08096

**Shepherd's Farm Senior Housing**

981 Grove Road, West Deptford NJ 08086

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

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

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

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

### **Section 3.02 Organization and Selection from Waiting List**

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

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

### **Section 3.03 Preferences**

Applicants with the highest number of preferences shall be given priority in selection from the waiting list. When selecting applications from the waiting lists, the second consideration shall be the targeting requirements as fully described in Section 3.05 of this Policy.

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

Information provided to HAGC in support of a preference must be verified by HAGC pursuant to Article VI of this Policy. Preferences shall be verified during the pre-application process, except for the residency preference which shall be verified at the time of application.

#### **A. State Preferences**

##### **1. Veterans and Surviving Spouses Preference (*N.J.A.C. 5:40-2.2*)**

For existing projects administered by HAGC, where an open waiting list for housing units exists, or where such a list is opened or reopened in the future to accept additional applications, a preference must be created for veterans and surviving spouses. For future housing projects undertaken by HAGC, a housing preference must be created for veterans and surviving spouses. These preferences shall take priority over all other preferences. Within the preference for veterans and surviving spouses, HAGC shall provide a priority to applicants in the following order:

- (a) Veterans who are both homeless and disabled (eligible applicants will be awarded seventy-five (75) preference points);
- (b) Homeless veterans (eligible applicants will be awarded fifty (50) preference points); and

- (c) Disabled veterans. The preference for disabled veterans shall include family members who are the primary residential caregivers to such veterans and who are residing with them (eligible applicants will be awarded twenty-five (25) preference points).

Veterans and surviving spouses must meet all eligibility criteria for a housing project. Veteran and surviving spouses must possess a valid DD-214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable”.

## B. HAGC Established Local Preferences

HAGC has established a system of local preferences for the selection of families admitted to the Program. The preferences affect the order of applicants on the waiting list but do not make anyone eligible who was not otherwise eligible.

1. Residency Preference. A local residency preference will be given to applicants, whose head, co-head, or spouse at the time of registration, are residents of, working, or hired to work in the Operating Jurisdiction. Please note the following with respect to specifically how the local preference shall be administered. Applicants are provided one point for a local preference.
  - (a) An applicant who is a resident or works in the Operating Jurisdiction on the day their application is received by HAGC will be eligible for the local preference. If the applicant does not live or work in the Operating Jurisdiction at the time of eligibility determination, they retain the local preference effective the date the application was received by HAGC. HAGC must be able to obtain objective, third-party documentation of the residence or employment at the time of application.
  - (b) An applicant who lives and works outside the Operating Jurisdiction is not eligible for the local preference.
  - (c) An applicant, who lives and works outside the Operating Jurisdiction on the day their application is received, will be entitled to the local preference if they notify HAGC 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. HAGC must be able to obtain objective, third-party documentation that the applicant has moved into or works within the Operating Jurisdiction.
  - (d) An applicant who lives and works outside the Operating Jurisdiction at the time their application is received by HAGC and subsequently notifies HAGC that they have moved into or begun working within the Operating Jurisdiction; but is not a resident of or working within the Operating Jurisdiction at the time of eligibility determination shall be denied a local preference.
  - (e) An applicant who is homeless will receive a local preference if they can document



to the satisfaction of HAGC 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.

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

2. Elderly and Near-Elderly Disabled Preference. HAGC shall also provide a preference for the elderly and near-elderly disabled households at Carino Park Apartments and Deptford Park Apartments. Applicants are provided one point for this preference. An Elderly household is defined as one whose head, co-head, or spouse is sixty-two (62) years of age or older. A Near-Elderly Disabled household is defined as one whose head, co-head, or spouse is between the ages of fifty (50) and sixty-two (62) years and is disabled. Disabled is defined in 42 U.S.C. 423 (the Social Security definition) as a person who: is determined to have a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration; is substantially impeded in his or her ability to live independently; is of such nature that the ability to live independently could be improved by more suitable housing conditions; or has a developmental disability as defined in 42 U.S.C. 6001.

### **Section 3.04 Maintaining the Waiting List**

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

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

### **Section 3.05 Eligibility Criteria**

HAGC will take the necessary steps to ensure that every individual and family admitted to the



Program meets all Program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the Program. The family must provide any information needed by HAGC to confirm eligibility and determine the level of the family's assistance.

An applicant is qualified if the applicant meets all the following criteria:

A. Is a family, as defined by this Policy;

1. For the purposes of this document, a family may consist of any group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of HAGC by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
2. An elderly or disabled family is family whose head, co-head, spouse, or sole member is at least sixty-two years of age or who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.
3. A near-elderly family is a family whose head, co-head, spouse, or sole member is at least fifty years of age but below the age of sixty-two years.
4. A full-time college student of a non-parental/guardian household may be considered a family if the student is of legal age or an emancipated minor under NJ state law. The student must provide verification to the satisfaction of HAGC. Each college student within a household must provide a written and signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support. HAGC must verify via independent third-party verification, preferably written, all amounts anticipated to be received outside of the family during the twelve (12) month period following admission and the effective date of the annual reexamination. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to the Program. HAGC must obtain evidence of separate households by reviewing/verifying the address information that predates the student's application by a minimum of one year. The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their IRS tax return. HAGC must request a copy of the college student's Form 1040EZ, 1040A, or 1040 tax return, as applicable, for the prior year. HAGC may also, if practicable, review the college student's parents' or guardians' tax returns. The college student must supply any information HAGC or HUD determines is necessary in the administration of the Program. HAGC must verify, through an independent third party, all financial assistance from federal and state grants and/or loans, academic scholarships, and work-study program wages paid directly to the student or the education institution. Amounts shall be counted in the determination of annual income in accordance with HUD regulations and any requirements as specified in appropriations' acts. For the 2005 Appropriations Act, HAGC will deny Public Housing Assistance to persons receiving athletic scholarship assistance for

housing costs exceeding \$5,000 annually.

- B. Have Income at or below HUD-specified income limits. HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the Program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county. HAGC must also maintain the Public Housing Income Targeting Requirements, as described below. Not less than forty percent (40%) of the new families admitted into the Program must have incomes at or below thirty percent (30%) of the area median income (extremely-low income) for the appropriate family size, as determined by HUD. In order to achieve the income targeting requirement of not less than forty percent (40%) of new admissions, families with incomes greater than thirty percent (30%) of the area median income will be temporarily skipped on the waiting list. Once the new admissions in the Program have exceeded the forty percent (40%) requirement, those families that had been temporarily skipped, with incomes greater than thirty percent (30%) of the area median income, but who still meet the other income criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirement that at least forty percent (40%) of the new families admitted must have incomes at or below thirty percent (30%) of the area median income. For admission into the Program, HAGC may establish and use criteria for selection of tenants for units in developments that will produce a mix of incomes in the developments, subject to the above provisions.
1. Other income eligibility criteria for Project 204-1. Since the units of this project were available to lease prior to 1981, the anticipated annual income of not more than twenty-five percent (25%) of the new families admitted must not exceed eighty percent (80%) of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least forty percent (40%) of the new admissions must have incomes at or below thirty percent (30%) of the area median income, no more than twenty-five percent (25%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).
  2. Other income criteria for Projects 204-3 and 204-4. Since the units of these projects were available to lease after 1981, HAGC may permit no more than fifteen percent (15%) of the new families admitted to have annual income at or below eighty percent (80%) of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped (as described in Subsection B above) will vary in order to be in compliance with the requirements that at least forty percent (40%) of the new admissions must have incomes at or below thirty (30%) of the area median income, no more than fifteen (15%) are at or below eighty percent (80%), and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low income).
- C. Qualify on the basis of citizenship or the eligible immigrant status of family members. Housing assistance is available only to individuals who are U.S. citizens, U.S. Nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration

status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. HAGC will verify the status of applicants at the time other eligibility factors are determined.

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

1. U.S. Citizens and Nationals. In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit HAGC to request additional documentation of their status, such as a passport. Family members who declare citizenship or national status will not be required to provide additional documentation unless HAGC receives information indicating that an individual's declaration may not be accurate.
2. Eligible Noncitizens. In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with HAGC's efforts to verify their immigration. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under Section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].
3. Ineligible Noncitizens. Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. HAGC is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.
4. Mixed Families. A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible



individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that such families may request a hearing if they contest this determination.

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

### **Section 3.06 Screening Applicants for Program Eligibility Based on Criminal Activity**

HAGC will perform criminal background checks for all adult household members, eighteen (18) years and older, in compliance with federal law regarding Program eligibility. HAGC will also use the Dru Sjodin National Sex Offender database, and any other state sex offender registration database, and criminal records information from a state or local agency to screen applicants for admission. Additionally, HAGC will ask whether the applicant is subject to a lifetime registered sex offender registration requirement in any state. Prior to denying admission based on a criminal record or on lifetime sex offender registration information, HAGC will provide the applicant a copy of the record or information and an opportunity to dispute the accuracy and relevance of the record/information prior to a denial of admission. HAGC will obtain information from drug abuse treatment facilities to determine whether any applicant is currently engaging in illegal drug activity only when HAGC has determined that the applicant will be denied admission based on drug-related criminal activity, and applicant claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

- A. In accordance with federal regulations 24 *C.F.R.* 9060.204, 24 *C.F.R.* 5.584 and 24 *C.F.R.*

5.8567-5.857, HAGC must deny admission to the Program for applicants who:

1. Have been evicted from federally assisted housing for drug-related criminal activity within the past three years;
  2. Are currently engaged in the illegal use of a drug;
  3. Display a pattern of illegal use of a drug that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  4. Have ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
  5. Abuse or have a pattern of abuse of alcohol which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents; or
  6. Are subject to a lifetime registration requirement under a state sex offender registration program.
- B. In accordance with federal regulations 24 *C.F.R.* 960.203(c) and 24 *C.F.R.* 5.855, HAGC may deny admission to the Program for applicants who:
1. Have a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
  2. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, drug-related criminal activity;
  3. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, violent criminal activity;
  4. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
  5. Are currently engaged in, or has engaged in during a reasonable time before the admission decision, other criminal activity that would threaten the health or safety of HAGC or owner or any employee, contractor, subcontractor or agent of HAGC or owner who is involved in the housing operations.

See HAGC's One Strike and You're Out Policy regarding prohibited activity resulting in a denial or termination of assistance and HAGC's policies governing denials/terminations on the basis of drug-related and other criminal activity.

### **Section 3.07 Screening Applicants for Tenant Suitability Based on Criminal Activity**

Once HAGC determines an applicant eligible for admission into the Program (Eligible Applicant), New Jersey's Fair Chance in Housing Act, *N.J.S.A.* 46:8-52 to 64 (FCHA), limits HAGC's ability, in its capacity as a housing provider, to consider an Eligible Applicant's criminal history in deciding whether to extend an offer or whether to rent a unit after extending an offer. HAGC will not consider, or request from an Eligible Applicant or any other person or entity, any information about an Eligible Applicant's criminal history as part of the application process until and unless a conditional offer of housing has been made by HAGC.

After making a conditional offer of housing to an Eligible Applicant, HAGC shall review and consider:

- A. Whether an Eligible Applicant has a conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing, or whether an Eligible Applicant has a lifetime registration requirement under a state sex offender registration program; and
- B. An Eligible Applicant's criminal record in determining whether to rent a unit, in accordance with the FCHA and its accompanying rules as provided below.
  1. HAGC will not evaluate or consider any of the following criminal records:
    - (a) Arrests or charges that have not resulted in a criminal conviction;
    - (b) Expunged convictions;
    - (c) Convictions erased through executive pardon;
    - (d) Vacated and otherwise legally nullified convictions;
    - (e) Juvenile adjudications of delinquency; and
    - (f) Records that have been sealed.
  2. HAGC may consider, after the issuance of a conditional offer, a criminal record that:
    - (a) Resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S.2C:24-4(b)(3);
    - (b) Resulted in a conviction for any crime that requires lifetime state sex offender registration;
    - (c) Is for any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
    - (d) Is for any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or

- (e) Is for any 4th degree indictable offense, or release from prison for that offense, within the past one year.

HAGC may withdraw a conditional offer based on an Eligible Applicant's criminal record only if HAGC determines, by a preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

HAGC utilizes a third-party vendor to conduct criminal records checks on its behalf in accordance with the requirements of federal law as stated above governing Program eligibility. Therefore, HAGC does receive criminal history inquiries from its third-party vendor that reveal records that are not permitted to be considered under the FCHA; however, HAGC does not rely upon such records in making a determination about tenant suitability in compliance with the FCHA.

Eligible Applicants subjected to the withdrawal of a conditional offer of housing due to criminal history have the right to request and receive the materials relied upon by HAGC in determining to withdraw a conditional offer.

In response to a conditional offer of housing and as part of HAGC's New Jersey Supplemental Application (Supplemental Application) provided with such offer, Eligible Applicants have the right to dispute the relevance and accuracy of any criminal record, and to offer evidence of any mitigating facts or circumstances, including but not limited to rehabilitation and good conduct since the criminal offense. Eligible Applicants may also provide evidence demonstrating inaccuracies within aspects of a criminal record which may be considered under the FCHA, or evidence of rehabilitation or other mitigating factors to HAGC at any time, including after the submission of the Supplemental Application.

### **Section 3.08 Screening Applicants for Tenant Suitability Based on Other Conduct**

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

- A. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, HAGC will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
  - 1. To pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;
  - 2. To care for and avoid damaging the unit and common areas;
  - 3. To use facilities and equipment in a reasonable way;
  - 4. To create no health, or safety hazards, and to report maintenance needs;



5. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others; and
6. To comply with necessary and reasonable rules and Program requirements of HUD and HAGC.

B. How HAGC will check ability to comply with essential lease requirements:

1. Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with HAGC's procedures on applicant screening. Applicant screening shall assess the conduct of the applicant, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by HAGC.
2. The history of applicant conduct and behavior must demonstrate that the applicant can reasonably be expected not to:
  - (a) Interfere with other residents in such a manner as to diminish other residents' peaceful enjoyment of the premises by adversely affecting other residents' health, safety, or welfare;
  - (b) Adversely affect the physical environment or financial stability of the project;
  - (c) Violate the terms and conditions of the lease; and
  - (d) Require services from HAGC staff that would alter the fundamental nature of the Program.
3. HAGC will conduct a detailed interview of all applicants using an interview checklist form as part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
4. HAGC will complete a credit check and a rental history check on all applicants. Credit ACCU score of more than 73.3 will result in a denial.
5. Payment of funds owed to HAGC or any other housing authority is part of the screening evaluation. HAGC will reject an application for unpaid balances owed to HAGC by the applicant for any program operated by HAGC.
6. If any screening activity suggests that an applicant may be currently engaged in illegal use of drugs, HAGC may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the applicant is currently engaging in illegal drug use.
7. HAGC will complete a home visit on all 204-1 applicants that have passed criminal history screening. Staff completing the home visit will consider whether the conditions the staff observe are the result of the applicant's treatment of the unit or are caused by



the unit's overall substandard condition.

8. Housekeeping criteria to be checked shall include, but not be limited to: Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable); Cleanliness in each room; and General care of appliances, fixtures, windows, doors and cabinets. Other lease compliance criteria will also be checked, such as: Evidence of destruction of property; Unauthorized occupants; and Conditions inconsistent with application information.
9. HAGC's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's:
  - (a) Past performance in meeting financial obligations, especially rent and utility bills.
  - (b) Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
  - (c) Record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - (d) Ability and willingness to comply with the terms of HAGC's lease.

#### **Article IV. Denial of Admission**

A family that does not meet the eligibility criteria discussed in eligibility screening above must be denied admission. In addition, HUD requires or permits HAGC to deny admission based on certain types of current or past behaviors of family members as discussed in Sections 3.05 through 3.07 of this Policy. HAGC is limited by the Violence against Women Act (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. HAGC will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

A. HUD requires HAGC to deny assistance in the following cases:

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

ineligible family member from the household. If the family is unwilling to remove that individual from the household, HAGC must deny admission to the family.

**B. Other Reasons for Denial of Admissions:**

1. If any household member is currently engaged in or has engaged in any of the following criminal activities in violation of HAGC's One Strike and You're Out Policy.
2. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
3. Previous behavior as discussed in Sections 3.05 through 3.07 of this Policy.

## **Article V. Removal from Waiting List**

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

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

The provisions of this Policy are not intended to violate the rights of disabled persons. Persons who fail to respond to HAGC's attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation in accordance with Section 2.03 of this Policy. In such circumstances HAGC shall reinstate these individuals to their former waiting list positions. The Violence Against Women Act of 2013 (VAWA) and HUD Regulations prohibit HAGC from denying an applicant admission to the Program "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions."

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

## **Article VI. Verification of Information**

HAGC will verify all information that is used to establish the family's eligibility and level of assistance and will obtain written authorization from the family in order to collect the information. If any family member who is required to sign a consent form fails to do so, HAGC will deny admission to the applicant and terminate the lease of the tenant. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. HAGC will follow the verification hierarchy process to verify income under Subsection B below. Any documents used for verification must be the original (not photocopies) and generally must be dated within sixty (60) days of the date such documents are provided to HAGC. The documents must not be damaged, altered or in any way illegible. Any family declarations or self-certifications must be made in a format acceptable to HAGC and must be signed in the presence of an HAGC representative or notary public.

All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that HAGC has complied with the verification processes set forth in this Policy. HAGC will document, in the family file, the following:

- Reported family annual income;
  - Value of assets;
  - Expenses related to deductions from annual income;
  - Other factors influencing the adjusted income or income-based rent determination.
- A. Verification factors and form of documentation. The table below lists factors along with acceptable forms of documentation within each factor. The below forms of documentation acceptable to HAGC are not exhaustive and HAGC, in its sole discretion, may accept additional forms of documentation not identified below.

<b>Verification Factor</b>	<b>Form of Documentation</b>
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license.
Divorced	Copy of certified divorce decree.
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation.
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members eighteen (18) years and older.
Child Custody	Court Order establishing residential custody or adequate court documents seeking residential child custody.
Employment Income	HAGC will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter



	stating current annual income, W-2 forms if the applicant has had the same employer for at least two (2) years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next twelve (12) months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding twelve (12) months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next twelve (12) months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next twelve (12) months.
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule.
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts.
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property.
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust

	instrument” that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship’s purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next twelve (12) months; income tax forms which itemize medical expenses that are expected to continue over the next twelve (12) months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider’s name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. HAGC will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services.
Assistance to Persons with Disabilities	<p>Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family’s certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation:</p> <p><u>Attendant Care:</u></p> <ul style="list-style-type: none"> <li>• Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided; and</li> </ul>

	<ul style="list-style-type: none"> <li>• Certification of family and attendant and/or copies of cancelled checks family used to make payments.</li> </ul> <p><u>Auxiliary Apparatus:</u></p> <ul style="list-style-type: none"> <li>• Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and</li> <li>• In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.</li> </ul>
Residency	<p>At least two (2) of the following documents to prove residency:</p> <ul style="list-style-type: none"> <li>• Utility bill (electric, water, refuse, telephone, cable or gas)</li> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing an address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters Registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Drivers License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> </ul> <p>Mail addressed to P.O. boxes is not accepted as proof of residency.</p>
Social Security Numbers	<p>HAGC must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> <li>• An original SSN card issued by the Social Security Administration (SSA);</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual; or</li> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <p>HAGC may only reject documentation of an SSN provided by an applicant or tenant if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.</p>



Displacement Status	This verification may be obtained from source of displacement project reported.
Veteran/Surviving Spouse	<ul style="list-style-type: none"> <li>Valid DD-214;</li> <li>NGB-22; or</li> <li>Any other government issued record evidencing the type of discharge from service is other than “dishonorable”</li> </ul> <p>For Surviving Spouses:</p> <ul style="list-style-type: none"> <li>One of the above forms of documentation;</li> <li>Marriage License; and</li> <li>Death Certificate.</li> </ul>
Homeless Veteran/Surviving Spouse	<ul style="list-style-type: none"> <li>Certification from a social service agency;</li> <li>Eviction Notice from current landlord; or</li> <li>Warrant of Removal.</li> </ul>
Recert of Income for Family with $\leq$ \$5,000	Tenant Declaration (verification of accuracy of declaration not required)

- B. Verifying income. HAGC shall utilize the following verification hierarchy and techniques to verify income in accordance with HUD Notice PIH 2017-12 and any subsequent guidance issued by HUD:

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD’s Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	<b>Highest</b> (Optional)
4	Written Third Party Verification	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third Party Verification Form	<b>Medium-Low</b> (Mandatory if written third party verification documents are not available or rejected by HAGC; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	<b>Low</b> (Mandatory if written third party verification is not available)

1	Tenant Declaration	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)
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HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, HAGC may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, HAGC is required to document in the family file the reason(s) why third-party verification was not available.

## **Article VII. Occupancy Policies**

### **Section 7.01 Occupancy Standards**

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

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

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

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

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

### **Section 7.02 Assignment Policy**

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

- A. Once the applicants have been determined eligible by the AHO Department, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible by the AHO Department. The date and time of application function as a tiebreaker for all files received on the same date. The AHO Department may temporarily skip over applicants determined eligible from the Intake Department for the following reasons:

1. To satisfy income targeting requirements;
2. Not to exceed fifteen percent (15%) or twenty-five percent (25%) of low-income admissions.
3. To fill a mobility impaired unit with an approved applicant needing the particular features of the unit.
4. To comply with HAGC's Designation Plan limiting occupancy (see Attachment IV to this Policy);
5. For an applicant who has not completed the screening process or whose file is not current.

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

- B. Prospective tenants will be assigned to units in accordance with this Assignment Policy to assure equal opportunity and nondiscrimination on the grounds of race, color, sex, national origin and to avoid segregation.

If there is a suitable vacant unit in more than one location, the applicant shall be offered the unit at the location which contains the largest number of vacancies. If the applicant rejects the first vacancy offered, the applicant shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two (2) offers, the applicant shall be placed at the bottom of the waiting list.

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

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

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

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

the waiting list. Examples of “good cause” for refusal of an offer of housing are:

- (a) Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - (b) The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
  - (c) A licensed health care professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
  - (d) The unit has lead-based paint and the family has children under the age of seven (7);
  - (e) The unit is not accessible due to the applicant’s disabilities.
- C. Prospective tenants will also be assigned to units in accordance with HAGC’s, “Plan for Designating Deptford Park Apartments (NJ 204-4) and Carino Park Apartments (NJ204-3) for Occupancy by Elderly and Near Elderly/Disabled Households Exclusively HUD Notice PIH 97-12, 3/09/03 and PIH 2002-12, PIH 2005-02”
- D. The above assignment provisions will be followed; however, applicants will be offered units within desired municipalities. Applicants will be requested to indicate any municipalities in which they prefer to live on their application form or in writing to HAGC. When units are available, the Affordable Housing Operations staff will first determine the municipality where the vacancy exists, they will then review their pool of eligible applicants for those applicants who expressed a desire to live in that community. Those who expressed such an interest will be offered the unit first, in the order of the date determined eligible by the Affordable Housing Department.
- If there are no applicants who expressed a desire to live in the municipality where the vacancy exists or if none of the applicants who did express a desire to live in the municipality where the vacancy exists accepts the offer, then the Affordable Housing Operations staff will make such offers to the remaining pool of eligible applicants, in the order of date/time stamp on the application.
- Refusal of the offer will only count as a rejection for those eligible applicants who expressed an interest to live in the specific municipality where the vacancy exists.
- E. HAGC shall maintain a record of the vacancies offered, including location, date, and circumstances of each offer and each rejection or acceptance.



- F. Applicants must accept or refuse a unit offer within three (3) business days of the date of the unit offer. Offers and rejections made verbally will be confirmed in writing.
- G. HAGC will take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disabilities require the accessibility feature of a particular unit. When an accessible unit becomes vacant, before offering such units to a non-disabled applicant, HAGC must offer such units:
  - 1. First, to a current tenant of another unit of the same development, or other public housing development under HAGC's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
  - 2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

### **Section 7.03 Rent**

#### **A. Family Choice of Rent**

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

- 1. Those tenants that select the income-based rent shall pay the greatest of (1) ten percent (10%) of monthly gross income, (2) thirty percent (30%) of monthly adjusted income, or (3) welfare rent (if applicable-Welfare Rent does not apply in this locality).
- 2. Those tenants that select the flat rent shall pay a fixed monthly rental amount (not based on the family's income) as determined by HAGC for the particular unit occupied by the family.

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

#### **B. Determination of Flat Rent**

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

represents the gross amount of rent (it includes the utility allowance).

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

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

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

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

#### C. Financial Hardship

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

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

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

#### D. Minimum Rent

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

#### E. Treatment of Income Changes Resulting from Welfare Program Requirements

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

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

Affected tenants have the right to administrative review in accordance with HAGC's Grievance Policy (see HAGC's Grievance Policy).

#### F. Public Housing Exemption of Earned Income for Families Who Start Work or Self-Sufficiency Programs – Earned Income Disallowance (EID)

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

1. Whose income has increased as result of employment of a family member who was previously unemployed for one or more years. For purposes of this provision, "previously unemployed" shall include a person who has earned, in the previous twelve (12) months, no more than what would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage;
2. Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or
3. Who is or was, within the last six (6) months, assisted under any state program for temporary assistance for needy families (TANF) funded under Part A of Title VI of the Social Security Act, as determined by HAGC in consultation with the local TANF agency, and whose earned income increases.

Upon the expiration of the twelve (12) month period described above, and upon continued employment, the rent increase must be phased in, so that the rent payable by the family may not be more than fifty percent (50%) of the total rent increase for an additional twelve (12) months. HAGC may not limit the number of times a family can benefit from the



disallowance of earned income.

#### G. Alternative to EID

As an alternative to EID, HAGC will provide for individual savings accounts for Public Housing families who pay an income-based rent, in accordance with the following:

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

HAGC will maintain the account in an interest-bearing investment and will credit the family with the interest income. HAGC will provide the family with an annual report on the status of the account. Any balance in the account is the property of the family when the family moves out, provided that the family is in compliance with their lease.

#### H. Ceiling Rent

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

#### I. Over-Income Families

When HUD issues updated income limits, HAGC will calculate the over-income limit based upon family size, by multiplying the Very Low Income limit amount by 2.4 for each family size. The over-income limit applies to all public housing families including FSS families and families receiving an earned income disallowance.

Within thirty (30) days of an over-income determination (either at an annual or interim reexamination), HAGC will notify the participant family of the determination and that if the participant family's income continues to exceed the over-income limit for the next twenty-four (24) consecutive months (the grace period) that the over-income family may remain in their unit, sign a new non-public housing lease compliant with 24 C.F.R.

960.509, and pay the greater of the full Fair Market Rent applicable to their unit or the monthly HUD subsidy provided for the unit. The monthly HUD subsidy equals the annual Operating Subsidy provided to the property divided by the number of units in the property divided by twelve (12) months plus the capital funds provided to the property for the most recent year capital funds were awarded divided by twelve (12) months. During the twenty-four (24) month grace period, the over-income family will continue to be a public housing tenant. During the grace period, HAGC will reexamine the family's income at twelve (12) month intervals.

If a family's income drops below the over-income limit during the twenty-four (24) month grace period, the family will continue to remain public housing residents and pay either the Flat Rent or income-based rent chosen at the most recent reexamination (Mixed Families will pay pro-rated rent). If a family's income drops below the over-income limit during the grace period, HAGC's over-income policy shall not apply, and such family shall receive a new twenty-four (24) month grace period if and when such family's income exceeds the over-income limit during a subsequent reexamination.

The over-income family must execute a new non-public housing lease within sixty (60) days of the end of the twenty-four (24) month grace period. Once the over-income family signs the non-public housing lease, the over-income family will not be permitted to participate in public housing resident councils, not receive any utility allowance, not participate in any programs for public housing families, not be required to perform community service, and not be subject to reexaminations.

Families who dispute HAGC's over-income determination may request a grievance hearing in accordance with HAGC's Grievance Policy.

#### **Section 7.04 Rent Collection Policy**

See Attachment 3 for HAGC's Rent Collection Policy.

#### **Section 7.05 Utility Allowance Schedules**

HAGC shall maintain utility allowance schedules by unit type and bedroom size for the tenant supplied utilities of each Public Housing unit, in accordance with federal law.

#### **Section 7.06 Transfers**

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

- A. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
  1. Emergency Transfers are mandatory when HAGC determines that conditions pose an immediate threat to tenant life, health or safety. Emergency transfers may be made to:

- (a) Permit repair of unit defects hazardous to life, health, or safety;
  - (b) Alleviate verified disability problems of a life-threatening nature; or
  - (c) Protect members of the household from attack by the criminal element in a particular property or neighborhood.
2. Category 1 Administrative Transfers include mandatory transfers to:
- (a) Remove tenants who are witnesses to crimes and may face reprisals;
  - (b) Provide housing options to tenants who are victims of hate crimes or extreme harassment;
  - (c) Alleviate verified medical problems of a serious (but not life-threatening) nature;
  - (d) Permit modernization or demolition of units;
  - (e) Perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or
  - (f) Permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions. Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by HAGC (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving tenants to a unit free of lead-based paint hazards).

3. Category 2 Administrative Transfers correct serious occupancy standards problems. These transfers will take priority over new admissions. Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.
4. Category 3 Administrative Transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions.
- B. Tenants shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by HAGC.

Transfers requested or required by HAGC, including those for temporary relocation during lead hazard reduction work.

- C. Tenants will not be transferred to a unit of equal size except to alleviate hardship or other undesirable conditions as determined by the Executive Director, or designee. Tenants will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
- D. Good Record Requirement for Transfers. In general, and in all cases of all tenant-requested transfers, tenants will be considered for transfers only if the head of household and any other family members for the past two (2) years:
  - 1. Have not engaged in criminal activity that threatens the health and safety of tenants and staff;
  - 2. Do not owe back rent or other charges, or evidence a pattern of late payment;
  - 3. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - 4. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

#### **Section 7.07 Additions to Household and Guests**

- A. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a unit. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. Also included would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the unit as their sole residence.
- B. When a tenant requests approval to add a new person to the lease, HAGC will conduct pre-admission screening of any proposed new adult member to determine whether HAGC will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process although the tenant still needs prior permission from HAGC to add children other than those born to, adopted by or awarded by the court to the family. Examples of situations where the addition of a family or household member is subject to screening are:
  - 1. Tenant plans to be married and requests to add the new spouse to the lease;
  - 2. Tenant desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;



3. A unit is occupied by a remaining family member(s) under age eighteen (18) (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

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

- C. Visitors may be permitted in a unit overnight no more than fourteen (14) calendar days in a year so long as such visitors have no previous history of behavior on HAGC premises that would be a lease violation.
  1. Visits of less than three (3) days need not be reported to or approved by the Manager.
  2. Visits of more than fourteen (14) calendar days shall be authorized only by the Executive Director, or designee, with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- D. Roomers (Boarders) and lodgers shall not be permitted to move in with any family. Violation of this provision is grounds for termination of the lease.
- E. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than fifty percent (50%) of the time, are not subject to the time limitations on guests as described above. The family must provide HAGC with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

## **Section 7.08 Family Breakup**

- A. Except under the following conditions, HAGC has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:
  1. If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, HAGC must ensure that the victim retains assistance.
  2. If a court determines the disposition of property between members of the assisted family, HAGC is bound by the court's determination of which family members continue to receive assistance.
- B. When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit. If a court determines the disposition of property between members of an applicant or participant family, HAGC will

abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, HAGC will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, HAGC will take into consideration the following factors:

1. The interest of any minor children, including custody arrangements;
2. The interest of any ill, elderly, or disabled family members;
3. The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides proper document;
4. Any possible risks to family members as a result of criminal activity; and
5. The recommendations of licensed social service professionals.

#### **Section 7.09 Absent Family Members**

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

- A. Absent Students. When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HAGC indicating that the student has established a separate household, or the family declares that the student has established a separate household.
- B. Absences Due to Placement in Foster Care. Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, HAGC will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.
- C. Absent Head, Spouse, or Cohead. An employed head, spouse, or co-head absent from the unit more than one hundred and eighty (180) consecutive days due to employment will continue to be considered a family member.
- D. Family Members Permanently Confined for Medical Reasons. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will

seek verification of permanent confinement.

- E. Verification of Absences. HAGC may verify family occupancy or absences, through letters to the family's unit, phone calls, home visits, or through questions to neighbors, as determined necessary.
- F. Return of Permanently Absent Family Member. The family must request HAGC's approval for the return of any adult family members that HAGC has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this Policy.

### **Section 7.10 Eligibility for Continued Occupancy**

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

- A. Qualify as a family as defined in this Policy;
- B. Are in full compliance with the tenant obligations and responsibilities as described in the lease;
- C. Whose family members, age six (6) and older, each have Social Security numbers or have certifications on file indicating such family members have no Social Security number;
- D. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent; and
- E. Who are in compliance with HAGC's community service requirements.

### **Section 7.11 Community Service Requirements**

HAGC will maintain a policy to implement the community service requirements in accordance with federal law. Please refer to the "*Community Service Plan*" as contained in HAGC's Annual Plan.

### **Section 7.12 Abandonment**

HAGC will consider a unit to be abandoned in accordance with state law.

### **Section 7.13 Repayment Agreements**

Families are required to reimburse HAGC if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse HAGC for the difference between the tenant rent that should have been paid and the tenant rent that was charged. HAGC must determine retroactive rent amount as far back as HAGC has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, HAGC may proceed with lease termination. All repayment agreements must be in writing, dated, signed by both the family and HAGC, include the total retroactive rent amount owed, amount of lump sum

payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case-by-case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by a department Supervisor. If the participant family receives a utility reimbursement check from HAGC towards the allowance for tenant supplied utilities, HAGC may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes HAGC under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two (2) throughout the duration of participation. Outstanding debts due to HAGC will be pursued.

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## **Article VIII. Leasing**

### **Section 8.01 Leasing of Units**

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

### **Section 8.02 Showing Units Prior to Leasing**

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

### **Section 8.03 Return of Security Deposit**

After a family moves out, HAGC will return the security deposit, plus all accrued interest, within thirty (30) days of the family vacating the unit or give the family a written statement of why all or

part of the security deposit is being kept, in accordance with state law.

#### **Section 8.04 Non-Rental Charges**

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

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## **Article IX. Lease Termination**

- A. No tenant's lease shall be terminated except in compliance with HUD regulations and the lease terms.
- B. **Notice Requirements.** A Notice of Lease Termination must state the reason for the termination. A Notice of Lease Termination must also state the tenant's right to request a hearing in accordance with HAGC's Grievance Policy and be given the opportunity to make such a reply as the tenant may wish. See HAGC's Grievance Policy for certain actions that are not eligible to grieve. A Notice of Lease Termination may be served personally or posted on the apartment door. A Notice of Lease Termination shall include a statement describing the right of any tenant with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.
- C. **Recordkeeping Requirements.** A written record of every termination and/or eviction shall be maintained by HAGC, and shall contain the following information:
1. Name of tenant, race and ethnicity, number and identification of unit occupied;
  2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
  3. Specific reason(s) for the Notice of Lease Termination, with section(s) of the lease violated, and other facts pertinent to the issuing of the Notice of Lease Termination described in detail;
  4. Date and method of notifying tenant; and
  5. Summary of any Informal Settlement Conference held with tenant including dates, names of participants and conclusions.
- D. No eviction action shall be instituted, nor will court costs or legal fees be assessed until after the notice period has expired or a grievance hearing has been completed, where such notice period or grievance hearings are applicable.
- E. **Voluntary Terminations.** If a family desires to move and terminate their tenancy with HAGC, the family must give at least thirty (30) calendar days advance written notice to HAGC of the Family's intent to vacate. When a family must give less than thirty (30) days' notice due to circumstances beyond their control, HAGC, at its discretion, may waive the thirty (30) day requirement. The Notice of Lease Termination must be signed by the head of household, spouse, or co-head.
- F. **Mandatory Terminations.** HUD requires mandatory termination of the lease for certain actions or inactions of the family. Such actions include:
1. Any family member failing to sign and submit any consent form the family member is required to sign for any reexamination.

2. A family failing to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status.
  3. A family submitting evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members.
  4. Any family member, as determined in HAGC's sole discretion, knowingly permitting another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least twenty-four (24) months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.
  5. A family failing to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.
  6. A family failing to accept HAGC's offer of a lease revision to an existing lease, provided HAGC has amended the lease in accordance with 24 C.F.R. 966.3.
  7. Any family member, as determined in HAGC's sole discretion, ever being convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
  8. HAGC discovering that any family member was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001.
  9. A family failing to comply with community service requirements.
  10. The death of the sole family member.
- G. Terminations based on Criminal Activity. HAGC will implement HAGC's One Strike and You're Out Policy regarding terminations based on criminal and drug-related criminal activity.
- H. Terminations based on Drug and Alcohol Use. HAGC will terminate the lease when HAGC determines that a household member is illegally using a drug or HAGC determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six (6) months. HAGC will terminate the lease if HAGC determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six (6) months. HAGC will terminate the lease if HAGC determines that a household member has furnished false

or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

I. Terminations based on Serious or Repeated Violations of Material Terms of the Lease.  
HAGC will terminate the lease for the following violations of tenant obligations under the lease:

1. Failure to make payments due under the lease, including nonpayment of rent.
2. Repeated late payment of rent or other charges. Four (4) late payments within a twelve (12) month period shall constitute a repeated late payment.
3. Failure to fulfill the following household obligations:
  - (a) Not to assign the lease or to sublease the unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
  - (b) Not to provide accommodations for boarders or lodgers.
  - (c) To use the unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
  - (d) To abide by necessary and reasonable regulations promulgated by HAGC for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.
  - (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
  - (f) To keep the unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
  - (g) To dispose of all ashes, garbage, rubbish, and other waste from the unit in a sanitary and safe manner.
  - (h) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.
  - (i) To refrain from, and to cause the household and guests to refrain from, destroying, defacing, damaging, or removing any part of the unit or project.
  - (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest.



- (k) To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

J. Terminations Based on Other Good Cause. HAGC will terminate the lease for the following reasons.

1. Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole imposed under federal or state law.
2. Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
3. Discovery of facts after admission to the Program that would have made the tenant ineligible.
4. Discovery of material, false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income.
5. Failure to furnish such information and certifications regarding family composition and income, as may be necessary for HAGC to make determinations with respect to rent, eligibility, and the appropriateness of the unit size.
6. Failure to transfer to an appropriate size unit based on family composition, upon appropriate notice by HAGC that such a unit is available.
7. Failure to permit access to the unit by HAGC after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
8. Failure to promptly inform HAGC of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within fourteen (14) days of the event.
9. Failure to abide by the provisions of HAGC's Pet Policy.
10. If the family has breached the terms of a repayment agreement entered into with HAGC.
11. If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
12. If a household member has engaged in or threatened violent or abusive behavior toward HAGC personnel. Abusive or violent behavior towards HAGC personnel includes

verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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## **Article X. Reexaminations**

### **Section 10.01 Regular Reexaminations**

- A. HAGC will complete an annual reexamination of all tenants who choose to pay income-based rent. Approximately four (4) months prior to tenant's effective reexamination date, HAGC will send a notice informing the tenant of their effective date for reexamination and an appointment date/time which the tenant must attend. This notice also reminds the tenant to bring all necessary documentation for income verification and changes in the family composition to that appointment. Generally, HAGC will schedule annual reexaminations to coincide with the family's anniversary date. If participation in an in-person interview poses a hardship because of a family member's disability, the family should submit a Reasonable Accommodation Request Form to HAGC's Reasonable Accommodation Coordinator (see Section 2.03 of this Policy). If the family is unable to attend a scheduled interview, the family should contact HAGC in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview HAGC will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without HAGC approval, the family will be in violation of their lease.
- B. At the time of the reexamination, as requested by HAGC, the tenant must furnish such accurate information to HAGC, regarding family composition, employment and family income as may be necessary to make determinations with respect to rent, eligibility, and the appropriateness of unit size. Such verification may include, but is not limited to, earning reports from employers, certified copies of state and federal Income Tax Returns of any member of the household, W-2 Forms, etc.
- C. If the tenant does not supply the requested documents to complete the annual reexamination, a notice will be sent to the tenant giving the tenant ten (10) calendar days to provide the requested information in accordance with the lease. The notice should also inform the tenant that failure to provide the requested information may result in termination of the lease. If the tenant fails to respond within ten (10) calendar days, eviction proceedings will begin.
- D. The length of time from date of admission to date of first reexamination may not exceed twelve (12) months according to current federal regulations for those tenants who are paying an income-based rent. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled reexamination may be conducted in a period of less than twelve (12) months.
- E. Each household member age eighteen (18) and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process. At the annual reexamination, HAGC will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state.
- F. For families who include nonexempt individuals, HAGC must determine compliance with community service requirements once each twelve (12) months



- G. Each tenant family is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the reexamination, and the corrective action to be taken. For those tenants who choose the flat rent option, they will be required to have their reexaminations performed no less than every three (3) years, rather than every year.
- H. If a delay in processing was caused by the family, then any increase in rent will be back-charged to the effective date of the anniversary (the regular annual reexamination date). The tenant will still receive written notice of the rent increase. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by HAGC by the date specified and this delay prevents HAGC from completing the reexamination as scheduled.
- I. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every ninety (90) days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. The family must complete a Zero Income Checklist and provide all necessary documentation.
- J. Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.
- K. Verified information will be analyzed and a determination made with respect to:
  - 1. Eligibility of the tenant as a family or as the remaining member of a family;
  - 2. Unit size required for the family (using the Occupancy Guidelines); and
  - 3. Rent the family should pay.
- L. Tenants with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Tenants with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

## **Section 10.02 Interim Reexaminations**

- A. All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates). HAGC will conduct interim reexaminations in the following situations:
  - 1. There is a change in family composition.
  - 2. The family's anticipated annual income is believed to have decreased or increased.

- B. HAGC will perform the interim reexaminations within a reasonable time, approximately thirty (30) calendar days, after the family's request. The effective date of the rent change will be the first (1<sup>st</sup>) of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, it will be effective the first (1<sup>st</sup>) of the month after which the family has received thirty (30) calendar days' notice of such increase.
- C. All participant families are required to report all changes of family composition and all changes in source of income to HAGC, in writing, within fourteen (14) calendar days after they occur, even if they would not result in an interim reexamination. Failure of families to report required changes in grounds for termination from the Program and is a violation of the lease which would result in eviction.
- D. HAGC will note in the participants' files cases where it appears as if there are patterns of abuse with respect to income changes (i.e., quitting a job immediately prior to a reexamination and starting a job immediately after the tenant rent has been determined) and take actions as determined necessary on a case-by-case basis.
- E. Any information reported by the participant families that was not required to be reported, will not be processed until the family's next annual reexamination.
- F. All interim reexaminations are subject to Section 7.03 of this Policy.
- G. Verification procedures for interim reexaminations are the same as annual reexaminations, except that only the changes need to be verified. Only the paperwork related to the information that changes must be signed by the tenant and HAGC, as appropriate.
- H. There may be certain cases when a participant family experiences a temporary decrease in income (such as those instances when a wage earner becomes temporarily disabled or temporarily unemployed). For such cases, HAGC will perform an interim reexamination based on the current circumstances, which may temporarily reduce the tenant's rent, even to \$0 in some cases. When the income of such participant family stabilizes, another interim reexamination will be performed to adjust the tenant's rent, which will most likely be an increase.

### **Section 10.03 Special Reexaminations**

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

#### **Section 10.04 Streamlined Income Determination**

- A. HAGC has elected to apply a streamlined income determination to families receiving fixed income as described below.
- B. For purposes of this Section, “fixed income” means periodic payments as reasonably predictable levels from one or more of the following sources:
  - 1. Social Security, Supplemental Security Income, Supplementary Disability Insurance.
  - 2. Federal, state, local or private pension plans.
  - 3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts.
  - 4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
- C. A family’s income must be adjusted according to the percentage of a family’s unadjusted income that is from fixed income.
  - 1. When ninety percent (90%) or more of a family’s unadjusted income consists of fixed income, HAGC shall apply a COLA or COLAs to the family’s sources of fixed income, provided that the family certifies both that ninety percent (90%) or more of the unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year. Adjustments for non-fixed income are not required.
  - 2. When less than ninety percent (90%) of a family’s unadjusted income consists of fixed income, HAGC shall apply a COLA to each of the family’s sources of fixed income individually. HAGC must determine all other income in accordance with this Policy.
- D. HAGC must adjust a family’s fixed income using a COLA or current interest rate that applies to each specific source of fixed income and is available from a public source or through tenant-provided, third-party generated documentation. If no public verification or tenant-provided documentation is available, then HAGC must obtain third-party verification of the income amounts in order to calculate the change in income for the source.
- E. For any income determined pursuant to this Section, HAGC must obtain third-party verification of all income amounts every three (3) years.

## **Article XI. Inspections**

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

- A. Move-In Inspection. An authorized representative of HAGC and an adult member of the family will inspect the unit prior to occupancy. Both parties shall sign the completed inspection form, which indicates the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.
- B. Regular Inspection. Section 6(f)(3) of the United States Housing Act of 1937 requires that Housing Authorities inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. Effective October 1, 2023, HAGC shall use the National Standards for the Physical Inspection of Real Estate (NSPIRE) to conduct annual inspections. These standards address the inspection of the site area, building systems and components, and units. Copies of the inspection are contained in the tenant file.
- C. Move-Out Inspection. An authorized representative of HAGC shall conduct a move-out inspection once the tenant has returned the keys to the unit and, therefore, no longer has possession of the unit. When possible, the tenant is notified of the inspection and is invited to be present. This inspection becomes the basis for any claims against the security deposit. HAGC must provide the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.
- D. Special Inspections. An authorized representative of HAGC shall conduct special inspections of a unit on an as-needed basis, in accordance with the lease provisions. HAGC may conduct a special inspection for any of the following reasons:
  - 1. Housekeeping.
  - 2. Unit condition.
  - 3. Suspected lease violation.
  - 4. Preventive maintenance.
  - 5. Routine maintenance.
  - 6. There is reasonable cause to believe an emergency exists.
- E. Notice and Scheduling of Inspections shall be in accordance with the Lease Agreement. For non-emergency entries, HAGC may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of

HAGC's entry delivered to the unit at least two (2) days before such entry is considered reasonable advance notification. For emergency entries HAGC may enter the unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, HAGC must leave a written statement showing the date, time and purpose of the entry prior to leaving the unit.

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## **Article XII. Grievance Policy**

The purpose of HAGC's Grievance Policy is to ensure that a decision to deny or terminate housing under the Program complies with the regulations of HUD and administrative policies of HAGC. For further details, please consult HAGC's Grievance Policy.

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**Article XIII. Pet Policy**

HAGC shall maintain a Pet Policy in accordance with applicable federal and state law.

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**Article XIV. House Rules**

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

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## **ATTACHMENT I**

### **Housing Authority of Gloucester County**

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

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

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

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

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

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

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

Average Income:	\$ 9,580	<b>\$33,750</b>
% Minority:	19.2%	<b>9.8%</b>

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

## ATTACHMENT II

### Housing Authority of Gloucester County

#### NOTICE OF AVAILABLE INFORMATION

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

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

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

**The Housing Authority of Gloucester County** – Main Office – 856-853-1190  
100 Pop Moylan Blvd., Deptford, New Jersey 08096

**Carino Park Apartments** – 856-728-4156  
100 Chestnut Street, Williamstown, New Jersey 08094

**Deptford Park Apartments** – 856-848-2882  
120 Pop Moylan Blvd., Deptford, New Jersey 08096

## **ATTACHMENT III**

### **Housing Authority of Gloucester County**

#### **RENT COLLECTION POLICY**

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

## ATTACHMENT IV

### Housing Authority of Gloucester County

#### **PLAN FOR DESIGNATING DEPTFORD PARK APARTMENTS (NJ 204-4) AND CARINO PARK APARTMENTS (NJ 204-3) FOR OCCUPANCY BY ELDERLY HOUSEHOLDS & NEAR-ELDERLY DISABLED HOUSEHOLDS EXCLUSIVELY HUD NOTICES PIH 97-12, 2002-12 AND 2005-2, 2007 THROUGH 2009**

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

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

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

**EXISTING HOUSING RESOURCES:** HAGC operates the following subsidized or affordable housing programs:

1. **Public Housing**
  - A. Scattered sites NJ 204-1 – 62 units of 2-, 3-, and 4-bedroom single family units scattered throughout the County that are open to occupancy by all very low income households, including elderly and disabled.
  - B. Carino Park Apartments NJ 204-3 – 100 units of 1-bedroom apartments located in the southern part of the County that are available for occupancy by elderly, near elderly and disabled households.
  - C. Deptford Park Apartments NJ 204-4 – 100 units of 1-bedroom apartments located in the northern part of the County that are available for occupancy by elderly and disabled households.
2. **Colonial Park Apartments** – Section 8 New Construction Program - 200 units of 1-bedroom apartments located in the northern part of the County that are available for occupancy by elderly households.
3. **Expanded Housing Opportunity Program** – 12 units of 3- and 4-bedroom single family units located primarily in the northern part of the County available for occupancy by low income households, including the elderly and disabled, at affordable rents.
4. **Section 8 Housing Choice Voucher Program** – 1676 vouchers available to extremely-low and very-low income households, including the elderly and disabled. Participants are selected from the waiting list without regard to bedroom size required. Units scattered



throughout the County.

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION:** HAGC certifies there are no unanticipated adverse impacts on the Housing Resources for the groups not being served due to the designation.

## **ATTACHMENT V**

### **Housing Authority of Gloucester County**

#### **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

##### **I. Purpose and Applicability:**

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

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

##### **II. Goals and Objectives:**

This Policy has the following principal goals and objectives:

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

##### **III. Definitions:**

HAGC shall implement all definitions as established in 24 *C.F.R.* §5.2003.



#### **IV. Admissions and Screening:**

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

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

#### **V. Termination of Tenancy or Assistance:**

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

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. Tenancy or assistance will not be terminated by HAGC on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, HAGC will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - (a) Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, HAGC shall not apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.
  - (b) Nothing contained in this Policy shall be construed to limit HAGC’s ability to evict or terminate from assistance any tenant or lawful applicant if HAGC as the case may be, can demonstrate an actual and imminent threat to other tenants or to those

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

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

## **VI. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:**

- A. Requirement for Verification. HAGC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HAGC. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished by providing to HAGC one of the following types of documentation:
1. Form HUD-5382;
  2. A document signed by the claimant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the claimant has sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The document must specify, under penalty of perjury (28 U.S.C. 1746), that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault” or “stalking” in HUD’s regulations at 24 C.F.R. §5.2003;
  3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident or incidents of domestic violence, dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others; or

4. At the discretion of HAGC, a statement or other evidence provided by the applicant or tenant.

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

- B. Time Allowed to Provide Verification/Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by HAGC to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. HAGC may grant an extension during which no adverse action can be taken. Failure to provide verification in proper form within such time will result in loss of protection under VAWA and this Policy against a proposed adverse action.
- C. Acceptance of Verbal Statement. HAGC may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, or designee, and generally in such cases where HAGC is otherwise aware of the abuse and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.
- D. Request for Third-Party Documentation of Victim Status. HAGC will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to HAGC. When evicting or terminating one household member, HAGC shall follow family break up policies and the HAGC's Grievance Policy.

## **VII. Confidentiality:**

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

correspondence shall be secured to maintain confidentiality separate from the tenant file.

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

### **VIII. Court Orders/Family Break-up:**

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

### **IX. Relationships with Service Providers:**

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



## **Housing Authority of Gloucester County**

### **EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

#### **Emergency Transfers**

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

#### **Eligibility for Emergency Transfers**

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

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

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

#### **Emergency Transfer Request Documentation**

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

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

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

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

HAGC shall retain records of all emergency transfer requests and their outcomes for three (3) years or for a period of time as specified in the program regulations.

### **Confidentiality**

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

### **Emergency Transfer Timing and Availability**

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

If, after a reasonable time, HAGC has no safe and available units for which a tenant who needs an emergency transfer is eligible, HAGC will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an "External Emergency Transfer", meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant's request, HAGC will also

assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault or stalking that are attached to this plan.

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

### **Safety and Security of Tenants**

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

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

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

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

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

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**  
[www.centerffs.org](http://www.centerffs.org)  
[serv@centerffs.org](mailto:serv@centerffs.org)  
1-866-295-SERV (7378)  
PO Box 566  
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**  
[www.nj.gov/dcf/women/domestic](http://www.nj.gov/dcf/women/domestic)  
1-855-INFO-DCF (463-6323)  
PO Box 729  
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**  
1-856-379-2200  
101 S 5th Street, 2nd Floor  
Camden, NJ 08103
- **New Jersey Domestic Violence Hotline**  
1-800-572-SAFE (7233)

NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

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

Form HUD-5380  
(12/2016)

**Housing Authority of Gloucester County**

**NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN  
ACT**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>1</sup>. The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that The Housing Authority of Gloucester County (HAGC) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

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

**Protections for Tenants**

If you are receiving assistance with HAGC you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights with HAGC solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.



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

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

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

In removing the abuser or perpetrator from the household, HAGC must follow federal, state, and local eviction procedures. In order to divide a lease, HAGC may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault or stalking.

## **Moving to Another Unit**

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

**(1) You are a victim of domestic violence, dating violence, sexual assault or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form or may accept another written or oral request.

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

**OR**

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

you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

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

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

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

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

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

- A complete HUD-approved certification form given to you by HAGC with this notice, that documents an incident of domestic violence, dating violence, sexual assault or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault or stalking are grounds for protection.
- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the fourteen (14) business days, HAGC does not have to provide you with the protections contained in this notice.

If HAGC receives conflicting evidence that an incident of domestic violence, dating violence,

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

### **Confidentiality**

HAGC must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA. HAGC must not allow any individual administering assistance or other services on behalf of HAGC (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state or local law. HAGC must not enter your information into any shared database or disclose your information to any other entity or individual. HAGC, however, may disclose the information provided if:

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

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

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

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

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

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HAGC can demonstrate the above, HAGC should only terminate your assistance or evict you if

there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

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

### **Non-Compliance with The Requirements of This Notice**

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

### **For Additional Information**

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

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

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

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



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

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

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

Form HUD-5382  
(12/2016)

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

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

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

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

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

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

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

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

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

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

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



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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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

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

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

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

Form HUD-5383  
(12/2016)

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

**The requirements you must meet are:**

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

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

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

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

**OR**

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

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.



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

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

1. Name of victim requesting an emergency transfer: \_\_\_\_\_
2. Your name (if different from victim's) \_\_\_\_\_
3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_
5. Address of location from which the victim seeks to transfer: \_\_\_\_\_
6. Address or phone number for contacting the victim: \_\_\_\_\_
7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_
8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

**9. Date(s), Time(s) and location(s) of incident(s):** \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## LEASE ADDENDUM

### VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

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

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

#### **1. Purpose of the Addendum**

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

#### **2. Conflicts with Other Provisions of the Lease**

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

#### **3. Term of the Lease Addendum**

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

#### **4. VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

DRAFT

## **ATTACHMENT VI**

### **Housing Authority of Gloucester County**

#### **CODE OF CONDUCT**

##### **I. Ethical and Legal Business Practices**

###### **1.1 HAGC Ethical Standard**

Employees shall conduct business according to the highest ethical standards of public service. Employees shall devote their best efforts to the interests of HAGC. Employees shall be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. All duties shall be performed in a conscientious, honest, and legally compliant manner and not for one's own personal or private gain or advantage.

HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that create, or appear to create, a conflict between the employee and HAGC's interests are unlawful and prohibited.

###### **1.2 Conflicts of Interest Policy**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the HAGC's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain or advantage for the employee or an immediate relative, including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved.

No HAGC employee shall engage in selling or attempting to sell supplies, services or construction to HAGC for one year following the date such employment ceased.

Additional examples of potential conflict situations include, but are not limited to:

- Having a financial interest in any business transaction with HAGC
- Owning or having a significant financial interest in, or other relationship with, an HAGC competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from an HAGC

competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to the Human Resources Director and/or Executive Director and remove themselves from negotiations, decisions, deliberations, or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct regardless of whether it is ultimately determined that such violations have in fact occurred. There will be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest. Employees are prohibited from engaging in outside employment activities while on the job or using HAGC time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of HAGC work diminishes. Any employee who holds an interest in, or is employed by, any business doing business with HAGC must submit a written notice of these outside interests to the Executive Director.

### **1.3 Gifts Policy**

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials, program landlords, applicants, tenants/participants, or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which the employee knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities.

Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. Employees may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions.

If an employee receives a gift or other benefit of more than nominal value, the employee shall report it promptly to the Human Resources Director. The gift shall be returned or donated to a suitable charity as determined by the Human Resources Director.

### **1.4 Confidentiality Policy**

HAGC clients are protected by the Federal Privacy Act and as such client records are considered confidential unless specifically allowed to become part of Public Records as defined by federal, state or local government regulations and/or law. HAGC employees must comply with all requirements of HAGC's Data Security Policy which specifies that no HAGC employee may disclose information to the public without appropriate signed authorization from the resident or client. Information that pertains to HAGC's business, including all nonpublic information



concerning HAGC, is strictly confidential and shall not be given to people who are not authorized to receive such information.

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

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

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

If an employee gains access to any confidential information, including private employee information, such employee shall be responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information shall not be tolerated.

### **1.5 Accounting and Financial Reports**

HAGC's financial statements and all books and records on which they are based must accurately reflect HAGC's transactions. All disbursements and receipts shall be properly authorized and recorded.

Employees shall record and report financial information accurately. Reimbursable business expenses shall be reasonable, accurately reported and supported by receipts.

Employees responsible for handling or disbursing funds shall ensure that all transactions are executed as authorized and recorded to permit financial statements in accordance with Generally Accepted Accounting Principles (GAAP).

### **1.6 Political Activity Policy**

The Hatch Act, 5 U.S.C. 1501-1508 restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political

organizations, so long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using HAGC time, supplies or equipment in any political activity. Any violation of this policy shall be reported to the employee's supervisor, Human Resources Director, or Executive Director or designee.

## **1.7 Employee Records**

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

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

Personnel files are confidential records that shall be secured in a locked cabinet and shall only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition shall be maintained in a separate file. Electronic personnel and medical records shall be protected from unauthorized access.

Upon request, employees may review their own personnel files at a mutually agreeable time on HAGC's premises in the presence of the Human Resource Director or a designated supervisor. The employee shall be entitled to review any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees shall not remove any documents from their personnel file. Employees are permitted to have a copy of any document contained in their personnel file. Employees may add to their personnel file a rebuttal to any disputed statement or document contained in their personnel file.

Personnel files do not contain confidential employee medical information. Any such information that HAGC may obtain shall be maintained in a separate file and treated, at all times, as confidential. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

HAGC strives to maintain the privacy of personnel records. There are limited circumstances in which HAGC will release information contained in personnel or medical records to persons outside HAGC. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of HAGC's compliance with applicable law;
- To HAGC's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance, or arbitration in which the employee and HAGC are parties;
- In a workers' compensation proceeding;



- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other authorized person requesting a verification of employment.

## **1.8 Nepotism Policy**

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

For purposes of this policy, the term “immediate family” shall mean a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee’s household.

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

## ATTACHMENT VII

### Housing Authority of Gloucester County

#### SMOKE-FREE HOUSING POLICY

**Date of Implementation: July 1, 2018**

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

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

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

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

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

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

steps in response to smoking unless Landlord has direct knowledge of said smoking or has been notified of said smoking.

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

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

## **ATTACHMENT VIII**

### **Housing Authority of Gloucester County**

#### **LIVE-IN AIDE POLICY**

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

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

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

- (1) Conducting a background /criminal check. HAGC may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to HAGC or to another PHA in connection with Section 8 or public housing assistance under the Act; (d) violated any family obligations under the program as published under 24 *C.F.R.* §982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.
- (2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:
  - i. The Live-in aide is qualified to provide the needed care.
  - ii. The Live-in aide was not part of the household prior to receiving program assistance.
  - iii. There is no other reason for the aide to reside in the unit - the aide can demonstrate they have a previous residence the aide left in good standing.
  - iv. The aide and the participant will maintain separate finances.
  - v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered



as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. The live-in aide has no rights to the voucher (if applicable). The line-in aides family members will not reside in the unit, unless approved by HAGC. HUD Regulations require HAGC to include any approved live-in aide when determining the family unit size. The income of an approved line-in aide is excluded when calculating a household's income. In accordance with HUD regulations, HAGC will determine if any out-of-pocket expenses related to disability assistance and medical needs related to payment of a live-in aide qualify as allowable deductions. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by HAGC, a live-in aide must also sign a Live-In Aide Lease Addendum.

### Certification for Live-In Aide

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly<sup>1</sup> persons, or persons with disabilities, and who:

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

I \_\_\_\_\_ certify that:  
(Name of participant)

I have selected \_\_\_\_\_ as my live-in aide.

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

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

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

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

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

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

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

Participants Name \_\_\_\_\_

Participant Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

Live-in Aide Name \_\_\_\_\_

Live-in Aide Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

---

<sup>1</sup> Near-elderly family means a family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty-two (62); or two (2) or more persons, who are at least fifty (50) years of age but below the age of sixty-two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one or more live-in aides.

## **ATTACHMENT IX**

### **Housing Authority of Gloucester County**

#### **EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY**

##### **A. NONDISCRIMINATION POLICY**

Federal laws require the Housing Authority of Gloucester County (HAGC) to treat all applicants, tenants, and participant 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, disability, sexual orientation, gender identity, and marital status. HAGC will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex.
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination.
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that HAGC to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarified in Notice PIH 2014-20.
- The Violence against Women Act of 2013 (VAWA).
- Executive Order 13988 on the Enforcement of the Fair Housing Act.
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff, subsequently enacted.

HAGC shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. HAGC shall not, on account of any protected class:

1. Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

2. Provide anyone housing that is different (of lower quality) from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission;
6. Deny anyone access to the same level of services; or
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

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

HAGC will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of HAGC's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

HAGC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

## **B. OPERATING JURISDICTION OF HAGC**

The Operating Jurisdiction of HAGC shall consist of the following municipalities.

<u>Municipality</u>	<u>Census Tract #</u>
1. Clayton (Boro.)	5015
2. Deptford (Twp.)	5011
3. East Greenwich (Twp.)	5006
4. Elk (Twp.)	5019
5. Franklin (Twp.)	5017
6. Glassboro (Boro.)	5014
7. Greenwich (Twp.)	5005
8. Harrison (Twp.)	5020
9. Logan (Twp.)	5024



10. Mantua (Twp.)	5007
11. Monroe (Twp.)	5016.01,5016.02
12. National Park (Boro.)	5003
13. Paulsboro (Boro.)	5004
14. Swedesboro (Boro.)	5023
15. Washington (Twp.)	5012
16. West Deptford (Twp.)	5002
17. Westville (Boro.)	5001
18. Woodbury (City)	5010
19. Woodbury Heights (Boro.)	5009
20. Woolwich (Twp.)	5022

### **C. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES**

It is HAGC's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is HAGC's intent to market the programs and services to those individuals who have been historically underserved. HAGC will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

HAGC will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable federal regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of HAGC's Executive Director considering the available funding, length of the waiting listing and whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless HAGC determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, HAGC must notify the family in writing. All applicants will be placed on the waiting list in accordance with the applicable federal regulations governing the program, and HAGC's established policy. The waiting lists will be assembled in accordance with the applicable federal regulations governing the program and HAGC's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, HAGC may stop accepting new applications and close the waiting lists.

When the waiting list is closed, HAGC will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

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

As conditions may require, HAGC will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. HAGC may issue public announcements of availability to encourage applications for assistance. HAGC will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which HAGC may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.
2. Distribute marketing materials and make same available on HAGC's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.
3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or waiting list openings.
4. Display posters containing the Equal Opportunity language and logo in all HAGC offices and owned/managed properties.
5. HAGC staff shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.
6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.
7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and

direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with HAGC.

8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the experience of HAGC and is anticipated in the future that a sufficient number of residents within the Operating Jurisdiction will register for assistance. Accordingly, no special outreach for residents within the Operating Jurisdiction will be undertaken. The Supervisor of the Intake Department shall review/monitor the waiting list monthly. Should the circumstances change, special outreach services will be performed to reach residents within the Operating Jurisdiction.
9. Maintain training and resource material for all HAGC staff involved in program administration and conduct and/or make available regular training on fair housing and civil rights compliance.

#### **D. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM**

HAGC continuously markets program utilization among property owners outside areas of low income and minority concentration, as determined by census data. The history of HAGC has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on HAGC's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff are readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with the Social Serve website. HAGC staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, HAGC provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, childcare availability, shopping and public transportation. Effective 2018, HAGC began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allow HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities.

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.
2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.
3. Provide prospective clients during the Tenant Briefing Program a list of currently participating property owners.
4. At the time of issuance, and as part of continued counseling provided to assisted tenants, HAGC staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employment, childcare center, shopping, and public transportation.
5. The family will be supplied a briefing packet containing the items and information specified in 24 *C.F.R.* §982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on HAGC's website and/or via electronic communication to the participant.
6. HAGC will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the SAFMR Rule. HAGC will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

#### **E. OPERATIONS**

In order to further the objectives of nondiscrimination, HAGC shall:

1. Include in the admissions briefings for all HAGC programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
2. Prominently display a Fair Housing Poster in every development office owned by HAGC and in HAGC's main office.
3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of HAGC. HAGC shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
4. HAGC shall consider all requests for reasonable accommodations in accordance with the applicable federal, state and local law and HAGC policy governing reasonable accommodations for individuals with disabilities.



5. In accordance with its Language Assistance Plan, HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.
6. For more information regarding the operating policies of HAGC, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.
7. HAGC does not intend to subcontract with a fair housing organization.
8. HAGC will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.
9. HAGC shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.
10. HAGC shall provide appropriate staff training on the implementation of the Fair Housing Act.
11. HAGC shall update and review policies in accordance with the provisions of the Fair Housing Act.
12. HAGC shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.
13. HAGC shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.
14. HAGC shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

## **F. REPORTING DISCRIMINATION**

HAGC is committed to full compliance with applicable Civil Rights laws, HAGC will provide federal/state/local information to applicants/tenants of the program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by HAGC, the family should advise HAGC. HUD requires HAGC to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. HAGC will assist any family that believes they have suffered illegal

discrimination by providing them copies of the appropriate housing discrimination forms. HAGC will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

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

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



## GRIEVANCE POLICY

**REVISED:**

**December 16, 2020, via Resolution #20-127**

**September 25, 2023, via Resolution #23-96**



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## **I. GENERAL POLICY**

### **A. Introduction**

The Housing Authority of Gloucester County (HAGC) adopts this Grievance Policy (“Policy”) to provide standards for program applicants and participants, and HAGC residents, to seek just, effective and efficient settlement of Grievances against HAGC. This Policy is adopted in accordance with federal regulations, 24 *C.F.R.* Part 966 and *the U.S. Housing Act of 1937* (2 *U.S.C.* sec. 1437d(k)), 24 *C.F.R.* 982 Subpart L, 24 *C.F.R.* 982.310, 24 *C.F.R.* 983.257, 24 *C.F.R.* 880 Subpart F, 24 *C.F.R.* 891 Subpart D and HUD Handbook 4350.3.

If there should be any conflict between this Policy and federal, state, or local laws and regulations, the laws and regulations shall prevail.

Consistent with its federally mandated obligation to provide informal reviews, informal hearings, informal settlement conferences and grievance hearings as contained within this Policy, HAGC, in its discretion, may elect to perform such reviews, hearings and conferences remotely in accordance with HAGC’s Remote Hearing Policy.

### **B. Applicability**

HUD has issued a due process determination that the law of the State of New Jersey requires that residents be given the opportunity for a hearing in court which provides the basic elements of due process before an eviction from a dwelling unit. Therefore, HAGC has determined that this Policy shall not be applicable to any termination of tenancy or eviction that involves a violation of HAGC’s One Strike You’re Out Policy including the following:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of another resident or employee of HAGC, or
2. Any drug related criminal activity on or near such premises.

Individuals with a disability that require a reasonable accommodation of this Policy shall submit a written request for a reasonable accommodation to HAGC’s Reasonable Accommodation Coordinator.

This Policy shall be incorporated by reference in all dwelling leases between residents and HAGC, whether specifically provided in such leases.

### **C. Conduct for All Grievances**

All HAGC employees, applicants, residents, participants, counsel and witnesses or spectators shall conduct themselves in an orderly fashion during the course of all informal reviews, informal hearings, informal settlement conferences and grievance hearings. Failure to comply with the directions of the Hearing Officer or to maintain order may result

in exclusion from, or termination of, the proceedings, or in a decision adverse to the interests of the disorderly party and granting or denying of the relief sought, as appropriate.

#### **D. Definitions**

1. **Applicant** shall mean persons who have filed a pre-application or application with HAGC for any of the programs administered by HAGC.
2. **HAGC** shall mean the Housing Authority of Gloucester County.
3. **Voucher/Mod Rehab Program** shall mean either the Section 8 Housing Choice Voucher Program (including Mainstream Vouchers and VASH Vouchers, or any other special purpose voucher administered by HAGC), Project-Based Voucher Program, or Moderate Rehabilitation Program, as applicable to the circumstances.
4. **Elements of Due Process** shall mean adequate notice to the resident of the grounds for terminating the tenancy and for eviction; right of the resident to be represented by counsel; opportunity for the resident to refute the evidence presented by HAGC including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and a decision on the merits.
5. **Grievance(s)** shall mean any dispute(s) which a resident, participant or applicant may have with respect to HAGC's action or failure to act in accordance with the individual resident's lease or HAGC regulations, policies, or procedures which adversely affect the individual resident's rights, duties, welfare or status.

Grievance(s) does **not** include any dispute a resident may have with HAGC concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of HAGC's Public Housing premises by other residents or employees of HAGC; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents or participants not involving HAGC or to class grievances.

6. **Hearing Officer** shall mean an impartial person designated by the Executive Director, in accordance with this Policy and current regulations, to administer the informal reviews, informal hearings, and grievance hearings and render a decision with respect thereto. The Hearing Officer shall be a person who has not made or approved the decision under review, or a subordinate of that person.
7. **Participant** shall mean any individual or family receiving assistance in the Voucher/Mod Rehab Program.
8. **Promptly** shall mean within the time period indicated in a notice from HAGC of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from HAGC.

9. **Resident** shall mean the adult person (or persons) other than a live-in aide:
- Who resides in a dwelling unit and who executed the lease with HAGC as lessee of the premises; or, if no such person now resides in the premises.
  - Who resides in a dwelling unit owned or managed by HAGC and who is the remaining head of household of the resident family residing in the dwelling unit.

## **II. VOUCHER/MOD REHAB PROGRAM**

### **A. Informal Review for Denials of Admissions to Program**

24 C.F.R. 982.54(d)(12), 24 C.F.R. 982.554, 24 C.F.R. 983.255

An informal review is a review of an applicant's file and circumstances by the Hearing Officer to determine whether HAGC's policies and procedures have been correctly applied in denying the application.

#### **1. When Informal Reviews are Required**

Unless otherwise noted as an exception as indicated below, an applicant whose application is denied shall be provided an opportunity for an informal review of HAGC's decision. However, an applicant whose application is denied for reasons of citizenship or eligible immigrant status shall be provided an "Informal Hearing."

#### **2. When Informal Reviews are not Required**

Informal reviews are not required, in the following circumstances:

- Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
- General policy issues or class grievances such as local preferences and income eligibility;
- A determination of the family unit size under HAGC's subsidy standards;
- A refusal to extend or suspend a voucher;
- A determination not to approve tenancy for a specific dwelling unit;
- A determination that a dwelling unit selected by an applicant is not in compliance with National Standards for the Physical Inspection of Real Estate (NSPIRE) because of characteristics of the dwelling unit; or

- g. A determination that a dwelling unit is not in accordance with NSPIRE due to family size or composition.

### **3. Notice of Denial/ Requesting an Informal Review**

When HAGC determines that an applicant is ineligible, the applicant must be notified of the decision in writing. The notice shall state:

- a. The reason(s) for ineligibility;
- b. A statement that the applicant may request an informal review if the applicant disagrees with the decision;
- c. The procedure for requesting an informal review; and
- d. The deadline for requesting an informal review.

If HAGC obtains criminal record information from a state or local agency showing that an applicant has been convicted of a crime relevant to applicant eligibility, HAGC will notify the applicant of the proposed action to be based on the information and will provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information.

### **4. Procedures for Informal Review**

A request for an informal review must be submitted to HAGC's Grievance Coordinator on the Request Form at Attachment A to this Policy no later than thirty (30) calendar days from the date of HAGC's denial notice. Late requests will not be processed unless the applicant demonstrates the delay was due to extraordinary circumstances beyond the applicant's control.

The informal review shall be conducted by the Hearing Officer.

The applicant will be provided the opportunity to present oral and/or written objections to the denial. Both HAGC and the applicant may present evidence and witnesses. An applicant may, at their own expense, be represented by an attorney or other designated advocate or representative. An applicant may be present at the informal review to provide information, but the applicant's presence is not required,

Unless special circumstances apply, the decision of the Hearing Officer shall be provided to the applicant in writing within fourteen (14) calendar days after the informal review and shall include an explanation of the reasons for the decision. The decision shall also include a statement of the right to appeal the decision pursuant to Section II(B)(10) of this Policy.

## **5. Consideration of Circumstances in Discretionary Denials**

In circumstances when the denial of an applicant is within the discretion of HAGC, HAGC may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members and the effect of denial of assistance on other family members who were not involved in the action or failure.

HAGC may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the dwelling unit.

## **6. Informal Hearing When Denial is Based on Eligible Immigration Status**

The applicant family may request that HAGC provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be submitted by the applicant family to HAGC's Grievance Coordinator on the Request Form at Attachment A to this Policy within thirty (30) calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty (30) calendar days of receipt of the INS appeal decision.

Informal hearings permitted under this Section shall be conducted in accordance with Sections II(B)(5) through (11) of this Policy, except that the applicant family will have up to thirty (30) calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the informal hearing.

## **B. Informal Hearings for Participants**

24 C.F.R. 982.555(a-f), 982.54(d)(13)

### **1. When Informal Hearing is Required**

HAGC must give a participant family an opportunity for an informal hearing to consider whether the following HAGC decisions, relating to the individual circumstances of a participant family, are in accordance with the law, HUD regulations and HAGC policies:

- a. The determination of the participant's annual or adjusted income and the computation of the Housing Assistance Payment (HAP);
- b. The determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HAGC utility allowance schedule;
- c. The determination of family unit size under HAGC's subsidy standards;

- d. A decision to terminate a participant's Family Self-Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the participant's escrow account;
- e. A decision to terminate assistance for a participant family because of the family's action or failure to act (see 24 C.F.R. 982.552); or
- f. A decision to terminate assistance because the participant family has been absent from the assisted dwelling unit for longer than the maximum period permitted under HAGC policies and HUD regulations.

An opportunity to request an informal hearing must always be provided before terminating assistance.

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

HAGC may in its sole discretion, but is not required to, provide a participant family an opportunity for an informal hearing for any of the following reasons:

- a. Discretionary administrative determinations by HAGC;
- b. General policy issues or class grievances;
- c. Establishment of the HAGC schedule of utility allowances for families in the program;
- d. An HAGC determination not to approve an extension or suspension of a voucher term;
- e. An HAGC determination not to approve a dwelling unit or lease;
- f. An HAGC determination that an assisted dwelling unit is not in compliance with NSPIRE. (However, HAGC will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of NSPIRE caused by the family);
- g. An HAGC determination that the dwelling unit is not in accordance with NSPIRE because of the family size; or
- h. An HAGC determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

## **3. Consideration of Circumstances**

In circumstances when the termination of a participant is within the discretion of HAGC, HAGC may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members



and the effect of termination of assistance on other family members who were not involved in the action or failure.

HAGC may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the dwelling unit.

#### **4. Notice to Participants of HAGC Action/Decision**

Participants shall be notified in writing of actions or decisions regarding the amount of the participant's assistance or eligibility for continued participation in the program. Participants will be given prompt notice of such actions or decisions, which shall include:

- a. The proposed action or decision;
- b. The date the proposed action or decision will take place.
- c. An explanation of the basis for the action or decision;
- d. The process for requesting a hearing if the participant disputes the action or decision; and
- e. The deadline for requesting an informal hearing. All requests for informal hearings must be submitted to HAGC's Grievance Coordinator on the Request Form at Attachment A to this Policy within thirty (30) calendar days of the date of HAGC's action or decision. Late requests will not be processed unless the participant demonstrates the delay was due to extraordinary circumstances beyond the participant's control.

When continued participation in the program is denied because of criminal activity described in a criminal record, HAGC will, on request, provide the participant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based.

#### **5. Notification of Informal Hearing**

When a request for an informal hearing is received, the HAGC Grievance Coordinator shall schedule an informal hearing within thirty (30) calendar days from the date the request is received by HAGC's Grievance Coordinator. This deadline may be extended at the sole discretion of HAGC if necessary and appropriate under the circumstances. The informal hearing notification shall state:

- a. The date and time of the informal hearing;
- b. The place where the informal hearing will be held;

- c. That the participant has the right to present evidence and witnesses, bring interpreters, and be represented by legal counsel or a representative at the participant's expense;
- d. That the participant has the right to review any available documents or evidence upon which HAGC based the proposed action or decision and, at the family's expenses, obtain a copy of such documents prior to the informal hearing. Such requests must be received no later than three (3) business days before the informal hearing date; and
- e. HAGC shall have the opportunity to examine at its office, before the informal hearing, any participant documents that are relevant to the informal hearing and shall be allowed to copy any such documents. Any documents not provided to HAGC may not be used in the informal hearing.

## **6. Informal Hearing Process**

Whether it be through an in-person informal hearing or a remote informal hearing, participants shall have the right to present written and oral objections to HAGC's actions or decisions. Participants shall have the right to present any information or witnesses on a pertinent issue and be represented, at their own expense, by legal counsel or other designated advocate or representative.

HAGC shall have the right to present any evidence and information on any pertinent issues. HAGC shall have the right to be represented by counsel and have any HAGC staff and witnesses familiar with the case present during the entirety of the informal hearing.

The informal hearing shall be conducted by a Hearing Officer. Evidence presented at the informal hearing may be considered without regard to admissibility under the rules of evidence in a judicial proceeding.

The Hearing Office may ask the family for additional information and/or may adjourn the informal hearing as needed. If the family requests a reasonable accommodation during the informal hearing, the Hearing Officer will make a decision as to whether the informal hearing must be adjourned to consider the request.

If the family fails to appear at the informal hearing or fails to meet a deadline imposed by the Hearing Officer, the action or decision of HAGC shall become final and take effect immediately. No new informal hearing will be granted unless the family is able to demonstrate to the Hearing Officer, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

See Attachment C for HAGC's Remote Hearing Policy.

## **7. Standard of Review**

The Hearing Officer will determine whether HAGC's action or decision is compliant with HUD regulations and HAGC's Administrative Plan and policies, based upon the evidence and testimony provided during the informal hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the informal hearing.

## **8. Hearing Officer Decision**

The Hearing officer will issue a written decision within fourteen (14) calendar days after the date of the informal hearing. This deadline may be extended if necessary and appropriate under the circumstances. The decision shall include a summary of the participant's allegations, a summary of HAGC's action or decision under review, the applicable HUD regulations and HAGC policies, a finding of facts upon which the decision is based and a clear statement of the conclusions of law and any relief ordered. The decision shall also include a statement of the right to appeal the decision pursuant to Section II(B)(10) of this Policy.

## **9. Hearing Officer Decisions Not Binding on HAGC**

HAGC shall not be bound by any decision of the Hearing Officer that:

- a. Concerns matters for which no opportunity for a hearing is provided;
- b. Conflicts with or contradicts HUD regulations or requirements;
- c. Conflicts with or contradicts federal, state or local laws; or
- d. Exceeds the authority of the Hearing Officer;

If HAGC determines that it is not bound by the Hearing Officer's decision it shall, within fourteen (14) calendar days of the date of the decision, so advise the participant in writing, which shall include the reasons for the determination.

## **10. Appeal of Hearing Officer Decision to Executive Director**

HAGC participants may appeal Hearing Officer decisions. Appeals shall be reviewed by the Executive Director, or designee. A request for appeal must be submitted to HAGC's Grievance Coordinator on the Request Form at Attachment B to this Policy no later than fourteen (14) calendar days from the date of the Hearing Officer's decision. Unless proof of extraordinary circumstances is provided, late appeals will not be considered. Failure to submit a timely appeal is a waiver of the right to appeal the Hearing Officer's decision. On appeal, the Executive Director, or designee, shall only review the recording of, and the documents and evidence presented during, the informal hearing. New documents and evidence shall not be considered on appeal. The Executive Director, or designee, may remand the matter back to the Hearing

Officer to consider additional testimony or evidence. The Executive Director, or designee, will issue a written appeal decision. Appeals will be reviewed to ensure that the Hearing Officer's decision was in accordance with the Standard of Review under Section II(B)(7) of this Policy.

## **11. Records**

The informal hearing requests, the documents and evidence presented during the informal hearing, a copy of the Hearing Officer's decision, the appeal request (if any) and appeal decision (if any) shall be retained in the participant's electronic file. HAGC shall securely keep and maintain an electronic recording of all informal hearings for three (3) years.

## **12. Informal Hearing for Termination of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that HAGC provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be submitted by the applicant family to HAGC's Grievance Coordinator on the Request Form at Attachment A to this Policy within thirty (30) calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty (30) calendar days of receipt of the INS appeal decision.

Informal hearings permitted under this Section shall be conducted in accordance with Sections II(B)(5) through (11) of this Policy, except that the participant family will have up to thirty (30) calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the informal hearing.

# **III. HAGC OWNED AND MANAGED PROPERTIES**

## **A. Informal Hearing for Applicant Denials**

24 C.F.R. 960.208, 24 C.F.R. 880.603, 24 C.F.R. 891.430

If HAGC determines that an applicant is ineligible on the basis of income or family composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 C.F.R. Part 5), or because of failure by an applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 C.F.R. Parts 5 and 813), or because of criminal activity (as provided by 24 C.F.R. Parts 5 and 960), or for other reasons, then HAGC will promptly notify the applicant in writing of the determination and its reasons in support thereof. The applicant may request an informal hearing of such determination no later than thirty (30) calendar days from the date of HAGC's denial notice. Informal hearings permitted under this Section shall be conducted in accordance with Sections II(B)(5) through (11) of this Policy.

## **B. Procedures for Residents of Owned and Managed Properties**

24 C.F.R. Part 966, 24 C.F.R. 880.607, 24 C.F.R. 247.4

### **1. Informal Settlement of Grievance**

Any grievance shall be presented within a reasonable time, either orally or in writing, to HAGC's Affordable Housing Operations (AHO) Department so that the AHO Director, or designee, may meet with the resident to informally discuss and attempt to settle the grievance without a hearing ("Informal Settlement Conference"). If the basis of the grievance is termination of tenancy, the resident shall have ten (10) calendar days from the date of the notice of termination to request an Informal Settlement Conference, and if the resident fails to request an Informal Settlement Conference within such ten (10) day period, the resident waives the right to an Informal Settlement Conference. A summary of the Informal Settlement Conference shall be prepared within ten (10) calendar days thereafter and one copy shall be given to the resident, and one retained in the resident's electronic file. The summary shall specify the names of the participants, dates of the conference, the nature of the proposed disposition of the grievance and the specific reasons therefor, and shall specify the procedures by which a hearing under this Policy may be obtained if the resident is not satisfied.

If there should be any conflict between this Policy and federal, state, or local laws and regulations, or the executed lease, the laws, regulations and lease shall prevail.

### **2. Formal Grievance Hearing**

If the resident is dissatisfied with the result of the Informal Settlement Conference, the resident may request a grievance hearing. A request for a grievance hearing must be submitted to HAGC's Grievance Coordinator on the Request Form at Attachment A to this Policy within ten (10) calendar days from the date of the mailing of the summary of the Informal Settlement Conference required by Section III(B)(1) of this Policy. An Informal Settlement Conference is a prerequisite to a grievance hearing.

#### **a. Failure to Request Grievance Hearing**

If the resident does not request a grievance hearing in accordance with this Section, then HAGC's disposition of the grievance shall become final. However, failure to request a grievance hearing does not constitute a waiver by the resident of the right thereafter to contest HAGC's action in disposing of the grievance in an appropriate judicial proceeding.

#### **b. Escrow Deposit Required for Grievance Hearing Involving Rent**

Before a grievance hearing is scheduled in any grievance involving the amount of rent, as defined in the lease which HAGC claims is due, the resident shall pay to HAGC an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The

resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by HAGC until the grievance is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, HAGC may waive these requirements, as evidenced by notifying the resident in writing. Unless waived, the failure to make such payments shall result in a termination of the grievance. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest HAGC's disposition of the grievance in any appropriate judicial proceeding.

**c. When Grievance Hearing is not Required**

Grievance hearings are not required for disputes between residents not involving HAGC or to class grievances. This Policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and HAGC's Board of Commissioners.

**d. Scheduling of Grievance Hearing**

Upon the resident's compliance with this Section, including but not limited to participating in an Informal Settlement Conference, the Hearing Officer shall promptly schedule a grievance hearing for a time and place reasonably convenient to both the resident and HAGC. A written notification specifying the time, place, and the procedures governing the grievance hearing shall be mailed to the resident and given to the appropriate HAGC staff. See Attachment C for HAGC's Remote Hearing Policy.

**e. Grievance Hearing Process**

- i. The resident shall be afforded a grievance hearing, which shall include:
  - a) Upon written request and reasonable notice to HAGC, prior to the grievance hearing, the opportunity to examine any HAGC documents, including records and regulations that are directly relevant to the grievance hearing. The resident shall be provided with a copy of any such document at the resident's expense. If HAGC does not make such document available for examination upon written request by the resident, HAGC may not rely on such document at the grievance hearing.
  - b) The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
  - c) The right to a private grievance hearing unless the resident requests a public grievance hearing;

- d) The right to present evidence and arguments in support of the resident's grievance, to controvert evidence relied on by HAGC and to confront and cross examine all witnesses upon whose testimony or information HAGC relies; and
- e) A decision based solely and exclusively upon the facts presented at the grievance hearing.
- ii. A grievance hearing shall be conducted by the Hearing Officer. The Hearing Officer may render a decision without holding a grievance hearing if the Hearing Officer determines that the issue has been previously decided at another grievance hearing.
- iii. If either the resident or HAGC fails to appear at a scheduled grievance hearing, the Hearing Officer may postpone the grievance hearing for no more than five (5) business days or determine that the missing party has waived their right to a grievance hearing. Both HAGC and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.
- iv. At the grievance hearing, the resident must first make a showing of an entitlement to the relief sought and thereafter HAGC must sustain the burden of justifying HAGC action or failure to act against which the grievance is directed.
- v. The grievance hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the grievance may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- vi. The resident or HAGC may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the grievance hearing. Any interested party may purchase a copy of such transcript.

**f. Hearing Officer Decision**

The Hearing Officer shall prepare a written decision, together with the reasons supporting such decision, within fourteen (14) calendar days after the grievance hearing. Copies of the decision shall be mailed to the resident and given to HAGC. HAGC shall retain a copy of the decision in the resident's electronic file. HAGC shall maintain a log of Hearing Officer decisions and make that log available upon request of the Hearing Officer, or a prospective resident's representative.

The decision of the Hearing Officer shall be binding on HAGC who shall take all actions, or refrain from any actions, necessary to carry out the decision unless HAGC's Executive Director or Board of Commissioners determines within a reasonable time, and promptly notifies the resident of its determination, that:



- i. The grievance does not concern HAGC action or failure to act in accordance with or involving the resident's lease or HAGC's policies, which adversely affect the resident's rights, duties, welfare, or status; or
- ii. The Hearing Officer decision is contrary to applicable federal, state, or local law, HAGC policies, or requirements of the Annual Contributions Contract between HAGC and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer in favor of HAGC or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **IV. ADMINISTRATIVE REVIEWS**

### **A. Grievances Subject to Administrative Review**

In lieu of conducting an informal review, informal hearing or grievance hearing, the Hearing Officer may conduct an administrative review of a grievance involving the following adverse actions by HAGC:

1. Denial or termination of assistance based upon the failure to provide required information and/or documentation.
2. Termination of assistance resulting from the expiration of a Housing Choice Voucher (HCV).

### **B. Administrative Review Process**

1. For adverse actions described under Section III(A)(1) of this Policy:
  - a. The Hearing Officer may permit the applicant, participant or resident additional time to provide the required information and/or documentation that resulted in the denial or termination of assistance, not to exceed thirty (30) calendar days from the date of the Hearing Officer's Preliminary Administrative Review Decision ("Preliminary Decision"). Such deadline shall be included in the Preliminary Decision.
  - b. Prior to issuing a Preliminary Decision, the Hearing Officer shall contact the applicable HAGC processor to identify any additional information and/or documentation required by HAGC since the date of HAGC's correspondence seeking the initial information and/or documentation resulting in the denial or termination of assistance. All such additional information and/or documentation

shall be identified in the Preliminary Decision and shall be provided within the same deadline established under Section B(1)(a) of this Policy.

- c. All information and/or documentation identified in the Preliminary Decision shall be provided to the Grievance Coordinator within the deadline established in the Preliminary Decision to review for compliance with the Preliminary Decision.
    - i. If the applicant, participant or resident fails to provide all the information and/or documentation identified in the Preliminary Decision, or fails to provide all information and/or documentation within the deadline established in the Preliminary Decision, then the Hearing Officer shall issue a Final Administrative Review Decision (“Final Decision”) stating such failure(s) and upholding the denial or termination of assistance.
    - ii. If the applicant, participant or resident provides all the information and/or documentation identified in the Preliminary Decision within the deadline established in the Preliminary Decision, then the Hearing Officer shall issue a Final Decision stating that the applicant, participant or resident has complied with the Preliminary Decision and the remanding the matter back to the applicable HAGC processor for processing.
2. For adverse actions described under Section III(A)(2) of this Policy:
- a. The Hearing Officer may extend the term of an expired HCV, not to exceed thirty (30) calendar days from the date of the Final Decision. Such deadline shall be included in the Final Decision. There shall be no Preliminary Decisions.
  - b. A participant is only entitled to one extension to the term of an expired HCV via administrative review under this Policy.

## Attachment A

### REQUEST FOR INFORMAL REVIEW, INFORMAL HEARING OR GRIEVANCE HEARING

This completed Request Form must be submitted to HAGC's Grievance Coordinator no later than thirty (30) calendar days from the date of HAGC's adverse action or decision for informal reviews and informal hearings, and no later than ten (10) calendar days from the date of the mailing of the summary of the Informal Settlement Conference for grievance hearings. Late requests will not be processed unless the requestor demonstrates the delay was due to extraordinary circumstances beyond the requestor's control (proof of extraordinary circumstances shall be attached to this Request Form). The HAGC Hearing Officer will determine whether HAGC's adverse action or decision is compliant with HUD regulations and HAGC's Administrative Plan and policies, based upon the evidence and testimony provided during the review or hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented during the review or hearing. See HAGC's Grievance Policy for more information.

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

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

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

Phone No: \_\_\_\_\_

Are you a: ☐ Program Participant ☐ Program Applicant ☐ HAGC Resident

Program: \_\_\_\_\_

Date of HAGC's adverse action or decision: \_\_\_\_\_

Describe HAGC's adverse action or decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Print Name

Signature \_\_\_\_\_

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Date

## Attachment B

### REQUEST FOR APPEAL TO EXECUTIVE DIRECTOR

This completed Request Form must be submitted to HAGC's Grievance Coordinator no later than fourteen (14) calendar days after an informal review or the date of the Hearing Officer's informal hearing decision. Late requests will not be processed unless the requestor demonstrates the delay was due to extraordinary circumstances beyond the requestor's control (proof of extraordinary circumstances shall be attached to this Request Form). Failure to submit a timely request is a waiver of the right to appeal. The HAGC Executive Director, or designee, will review the Hearing Officers decision to ensure that the decision was compliant with HUD regulations and HAGC's Administrative Plan and policies. On appeal, the Executive Director, or designee, shall only review the recording of, and the documents and evidence presented during, the informal hearing. New documents and evidence shall not be considered on appeal. See HAGC's Grievance Policy for more information.

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

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

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

Phone No: \_\_\_\_\_

Are you a: ☐ Program Participant ☐ Program Applicant ☐ HAGC Resident

Program: \_\_\_\_\_

Date of informal review or informal hearing: \_\_\_\_\_

Provide a clear and concise statement of the reason(s) for appealing the Hearing Officer's decision. This statement shall describe why HAGC's adverse action or decision was not compliant with HUD regulations and HAGC's Administrative Plan and policies, based upon the evidence and testimony provided during the informal hearing. (Please attach additional pages as necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Housing Authority of Gloucester County  
Grievance Policy

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Print Name

Signature

Date

## **Attachment C**

### **REMOTE HEARING POLICY**

Consistent with its federally mandated obligation to provide informal reviews, informal hearings, informal settlement conferences and grievance hearings as contained within HAGC's Grievance Policy, HAGC, in its sole discretion, may elect to perform such reviews, hearings and conferences remotely via webcast, video call or other methods provided such methods meet the regulatory requirements in accordance with applicable HUD regulations. HAGC shall consider factors including but not limited to the health and safety of HAGC staff, individuals and witnesses participating in the review, hearing or conference, and also HAGC's staff and administrative resources in determining the method in which the remote review, hearing or conference is conducted.

If a remote review, hearing or conference is scheduled, HAGC shall continue to ensure that the requirements governing equal opportunity and nondiscrimination for individuals with disabilities and Limited English Proficient (LEP) persons under Section 504 of the Rehabilitation Act of 1993, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act are satisfied. HAGC's obligation shall include taking appropriate steps to ensure effective communication with an individual with a disability participating in a remote review, hearing or conference using appropriate auxiliary aids and services in such a manner that protects the privacy and independence of such individual. HAGC may not require that an individual with a disability provide their own auxiliary aids for services, except in an emergency involving an imminent threat to the safety or welfare of such individual or the public where there is no interpreter available or where such individual specifically requests that an accompanying adult interpret or facilitate communication and the accompanying adult agrees to provide such assistance. If no method of conducting a remote review, hearing or conference is available that appropriately accommodates the individual's disability, HAGC will not hold such against the individual and will consider either postponement or an in-person review, hearing or conference.

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

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

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

2024

## 2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Amount	Planned Uses
<b>1. Federal Grants</b>		
a) Public Housing Operating Fund	1,241,964.00	
b) Public Housing Capital Grant	698,381.00	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Housing Assistance Payments	16,634,387.00	
Administrative Fees	1,600,000.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self- Sufficiency Grants	81,950.00	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
a) FSS Coordinator Grant	121,798.00	
b) H/O Coordinator Grant	0.00	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
a) PH Prior Yr. Capital Grant	725,319.00	PH Capital Improvements
<b>3. Public Housing Dwelling Rental Income</b>	1,005,807.00	PH Maintenance and Management
<b>4. Other Income (list below)</b>		
a) PH Investment Income	6,800.00	PH Management
b) PH Entrepreneurial Activities	60,000.00	PH Management
c) S8 Investment Income	3,000.00	S8 Administration & HAP
d) S8 Administrative Services	13,500.00	S8 Administration & HAP



<b>5. Non-Federal Sources</b> (list below)		
<b>Total Resources</b>	<b>\$22,192,906.00</b>	

The above figures are Estimates ONLY of anticipated resources available. Funding may change based on regulatory changes to funding formulas, interest rates and other variables beyond our control.

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HOUSING AUTHORITY OF GLOUCESTER COUNTY  
STATEMENT REGARDING RENT DETERMINATION  
ANNUAL PLAN 2024

HAGC's policy governing rents charged for public housing units is contained within the Admissions and Continued Occupancy Policy. HAGC's policy governing rents charged for Housing Choice Voucher units is contained within the Section 8 Administrative Plan.

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

**Payment Standards**

In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03), HAGC is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining Housing Choice Voucher (HCV) payment standards using a metropolitan area wide FMR, payment standards will use FMR's calculated for zip codes within the metropolitan area. The revised payment standards, as determined by HAGC, must be within 90% to 110% of the HUD published SAFMR for the zip code area for all new HAP contracts, including relocations with continued housing assistance and new lease ups. HAGC also continues to utilize a higher payment standard as a reasonable accommodation up to and including 120% of the published FMR for families that include a person with a disability. Due to lower-than-expected leasing rates nationwide, HUD issued a notice that would allow the increase of the payment standard up to 120% of the Small Area Fair Market Rents. HAGC requested the waiver to facilitate leasing and HUD approved the request. HAGC established the FY 2023 Payment Standards at the maximum allowable rate of 120%.

**Rent**

**Rent to Owner**

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

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

**Minimum Rents**

- For the Moderate Rehabilitation Programs, the minimum total tenant payment is equal to \$0.
- For the Housing Choice Voucher Program, the minimum family contribution is equal to \$0.

**Utility Allowances**

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

## **Reasonableness of Rent**

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

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

Changes in Rent: After the initial term of the lease, the owner may increase the rent. The owner must notify HAGC in writing of the increase at least 60 days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

## **PUBLIC HOUSING**

### **Family Choice of Rent**

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

Those tenants that select the income-based rent shall pay the greatest of (1) 10% of monthly gross income, (2) 30% of monthly adjusted income, or (3) welfare rent (if applicable).

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

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

HAGC will notify the families with policies on switching rent options because of financial hardship.

### **Determination of Flat Rents**

Flat rents are market-based rents. They vary by unit size, type, and development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of PHA's housing units. At least annually, HAGC will determine the flat rent amount for each Public Housing dwelling unit size and type. This will be accomplished through a comparability study that utilizes the Section 8 Rent Reasonableness

Database to locate 3 comparable unassisted units for each Public Housing unit size and type in order to determine the reasonable market value of each unit size and type. The flat rent of a unit represents the gross amount of rent (it includes the utility allowance). HAGC shall maintain records regarding the calculation of the reasonable market value for each Public Housing unit size and type. The data from the market survey is broken down as follows.

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

The information obtained for each unit includes items such as contract rent, tenant-supplied utilities, age of unit, and amenities. The gross rent is clearly indicated for each comparable unit. Information for the market survey is obtained from newspaper and rental advertisements and new listings from landlords. HAGC also makes telephone calls and mails letters to owners participating in the Section 8 Voucher program in order to obtain information such as tenant supplied utilities that were not included in advertisements.

### **Financial Hardship**

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

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

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

### **Minimum Rents**

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

### **Ceiling Rents**

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

### **Utility Allowance Schedules**

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

### **Over-Income Families**

In accordance with the Housing Opportunity Through Modernization Act of 2016, and HUD new regulations, HAGC established the following policies:

After a household's income exceeds 120% of the area median income (AMI) for twenty-four (24) consecutive months, HAGC will charge the household rent equal to the Fair Market Rent (FMR) with no subsidy. HAGC shall implement the HUD published over-income limits by household size for each locality established annually. When HAGC determines that a household's income exceeds the over-income limit during an annual or interim income reexamination, HAGC shall document the household's income in order to compare it with the household's income the following year. If the household's income exceeds the over-income limit one year later, HAGC must notify the household in writing that, if their income still exceeds the over-income limit 12 months later, the household will be subject to HAGC's' over-income policy. The over-income Policy shall not apply if an over-income household's income falls below the over-income limit at any time during the 24 month period.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### HOMEOWNERSHIP PROGRAMS

#### ANNUAL PLAN 2024

The Homeownership program is available to Section 8 Housing Choice Voucher Participants that satisfy program requirements and meet eligibility criteria as established by HUD and contained within the Authority's Administrative Plan. As of August 1, 2023, there are 8 voucher participants in the Section 8 Housing Choice Voucher Homeownership program in various communities throughout Gloucester County and since 2019, 5 participants have achieved homeownership. Financial education is used to assist clients in obtaining the goal of becoming a homeowner and productive community member.

The Homeownership program has also assisted many families increase income and confidence needed to become independent of government programs. Working families typically gain independence quickly after becoming a homeowner, and graduate from the Section 8 Program not requiring Housing Assistance payments on their behalf.

HAGC has assisted disabled persons moving into units on the private rental market through the successful operation of the Homeownership Program. HAGC currently has 5 disabled families participating in the homeownership program who are successfully making payments on homes they own within the community. These participants undergo extensive mentoring and monitoring to ensure they are prepared for homeownership through credit counseling and budget management courses. HAGC has been successful in placing 5 disabled families in Affordable Housing units to ensure the mortgages remain very low and affordable to the disabled homeownership clients.

It is consistent with HAGC's goal of increasing affordable housing opportunities to low-income residents of Gloucester County to continue to pursue a successful homeownership program and have yearly closings. At this time HAGC has not applied for any additional homeownership programs.

## HOUSING AUTHORITY OF GLOUCESTER COUNTY

### STATEMENT REGARDING SAFETY & CRIME PREVENTION IN THE PUBLIC HOUSING PROGRAM

#### ANNUAL PLAN 2024

For **Project 204-1**, there is very little drug related and/or violent criminal activity due to the nature of the Project (meaning that homes are scattered throughout several communities). The Authority's homes are provided the same level of public security and protection as the surrounding neighborhoods and the communities at large. In the event HAGC suspects criminal activity of a participant residing in a 204-1 home, HAGC will employ a variety of techniques including additional surveillance, home visits and inspections, and collaboration with local law enforcement.

For **Projects 204-3 and 204-4**, there is little drug related and/or violent criminal activity. In addition to the public security and protection that is provided to the community at large, HAGC also provides a Superintendent, Maintenance and Security Staff to monitor the buildings 24/7; currently, each building is equipped with a security entry system and surveillance systems. All persons entering the building must utilize a key fob or be let in by a resident. All visitors are also required to sign a visitor's logbook upon entering and departing the building.

The Authority maintains basic records documenting the nature and extent of security and crime problems that occur within all three of the Public Housing Projects through "Incident Reports". These reports are made a part of the residents' files as appropriate. Internal investigations, including review of surveillance footage and witness interviews are conducted. Incidents occurring in public spaces and common areas or those impacting the safety, health or welfare of the community are reported to the appropriate Police Department for their action, where necessary. In such an event, HAGC cooperates with the investigation conducted by law enforcement including but not limited to supplying surveillance videos and interviews. These "Incident Reports" are always reviewed by the Executive Director, or designee, and the Affordable Housing Operations Director. HAGC follows up by performing necessary Lease Violation Enforcement or required referrals. HAGC has analyzed the incident reports and determined there is little or no criminal activity present in NJ204-3 and NJ204-4.

HAGC implemented an alternative security plan in lieu of contracted guard services on January 30, 2023. To address multiple and consistent complaints regarding the contracted security guards from residents at all buildings HAGC owns and/or manages, including Deptford and Carino Park Apartments, HAGC contacted the Gloucester County Office of Emergency Management and Emergency Medical Services to develop a security system and plan that could properly serve HAGC residents. As a result, HAGC now has a Security Operations Center (SOC) that is staffed 24/7 with guards directly employed by HAGC and outfitted with numerous real-time feeds from security camera systems located throughout all HAGC buildings and properties. The security staff will contact the local police to directly respond to incidents monitored by the SOC and can remotely lock/unlock doors for access to all HAGC buildings, as needed. Also, Gloucester County EMS has their own building access codes to easily gain entrance to HAGC buildings in case of emergency. In addition to the SOC, HAGC now employs a supervisory roving guard that patrols each property in an HAGC security vehicle and each building on foot. The roving security guard is also dispatched by the SOC to respond to incidents monitored by the SOC.

The new security system and plan also addressed the pull cord system that was in place. Previously, in case of an emergency or fall, residents were often unable to access the pull cords (one was located in the bedroom and one in the bathroom). This created unnecessary delays in emergency service response. When HAGC contacted different Housing Authorities to identify and assess what services were provided to their residents, LifeStation was often identified as a reliable service to the aging community. As part of the new security system and plan, LifeStation pendants were offered to all HAGC residents for assistance, and can be activated anywhere on HAGC property, which is more effective and responsive than the prior pull cord system and the prior onsite contract security guards. The pendant, once activated by the resident, is connected directly to LifeStation who immediately contacts the resident at the phone number provided during enrollment. If the resident does not respond, or if an emergency is notified, LifeStation will immediately notify 911 for response. This new system shortens emergency response times over the previous system.

Further, all Public Housing applicants and residents are subject to the “One Strike and You’re Out Policy” which prohibits violent criminal activity and, criminal activity that poses a threat to the life, health, safety or peaceful enjoyment of the residents and neighbors, and drug-related criminal activity. All applicants are subject to criminal background checks to ensure program eligibility which includes checks regarding status as a lifetime registered sex offender. Suitability screening applied to a program applicant further evaluates the applicant’s ability and willingness to comply with the Lease based on past conduct. Public Housing Leases contain requirements that tenants do not disturb the peaceful enjoyment of others or engage in criminal, alcohol or drug related activity. The Authority pursues the eviction and/or termination of participants not in compliance with this policy. Due to the New Jersey residential moratorium on evictions for non-payment of rent and the limited nature of court proceedings for evictions based on criminal activity/ drug-related criminal activity, HAGC had been limited in its ability to pursue tenant removal. HAGC continues to track, monitor, issue Notices to Cease and refer matters to counsel for review. NJ passed the Fair Chance in Housing Act (FCHA) which was effective 1/1/2022. HAGC will comply with this law by performing criminal background checks after applicants have been offered a unit. Any unit offer withdrawal will be in accordance with the FCHA.

The Authority complies with the requirements of the Violence Against Women Reauthorization Act and has implemented a revised Violence Against Women Act Policy and Emergency Transfer Plan. Notice of Occupancy Rights under VAWA is provided in accordance with the requirements of 24 CFR Part 5, subpart L. The Authority encourages victims of violence to obtain victims protection services and counseling through social services and the court system. The Authority has adopted an Emergency Transfer Plan which shall be utilized to relocate program participants claiming to be entitled to protection under VAWA. HAGC has also allocated up to 104 Section 8 Housing Choice Vouchers for victims of domestic violence. These vouchers are available to clients referred by various social service agencies, who certify the client as a victim of domestic violence. The Authority has inter-local service agreements with agencies that provide counseling, transitional housing, and other services to domestic violence victims.



# HOUSING AUTHORITY OF GLOUCESTER COUNTY



## "ONE STRIKE AND YOU'RE OUT" POLICY

**Adopted: September 25, 1996**

*Revised: October 21, 1998;*

*May 1, 1999;*

*August 22, 2001;*

*June 18, 2002,*

*May 2018*

*May 22, 2019 – RES# 19-54*

*September 22, 2021 – RES# 21-97*

**"ONE STRIKE & YOU'RE OUT POLICY"**  
**CRIME AND DRUG FREE POLICY**  
**Adopted September 25, 1996**

**I. STATEMENT OF PURPOSE**

Effective June 25, 2001, the Department of Housing & Urban Development (HUD) adopted final rules which set forth regulations for implementing fair, effective and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity, and for evicting or terminating assistance of persons who engage in such activity.

In accordance with 24 CFR Part 5, subpart I & J; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L, Part 882, subpart D, 24 CFR 983.2(a); and HUD PIH 2015-19 and 2012-28, The Housing Authority of Gloucester County ("The Authority") hereby adopts this revised Policy to be known as the "One Strike and You're Out" Policy ("This Policy"). This Policy shall apply to all Housing Programs administered by the Authority (hereinafter collectively referred to "Authority Programs") This Policy shall serve in addition or supplement to the Authority's Admissions and Continued Occupancy Policy ("ACOP"), Section 8 Administrative Plan, Management Plans, the Dwelling Leases, and the Grievance Procedure Policy.

The Objectives of this Policy are as follows:

1. To serve the substantial, legitimate and nondiscriminatory interest that all individuals, whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse.
2. To help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control.
3. To safeguard the due process and privacy rights of applicants and assisted tenants/participants.

**II. POLICY IMPLEMENTATION**

*HUD PIH 2015-19*

Federal laws, including the Federal Fair Housing Law, require the Authority treat all applicants and assisted tenants/participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibit discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity and material status. The Authority will fully comply with all Federal, State, and local nondiscrimination law in administering this Policy.

The fact that an applicant or assisted tenants/participants was arrested for a disqualifying offense

shall not be treated or regarded as proof that the individual engaged in the disqualifying criminal activity. The arrest will, however, trigger an investigation to determine whether the individual actually engaged in the disqualifying criminal activity. As part of the investigation, the Authority may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Authority may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant/participant engaged in disqualifying activity. It is not necessary for the Authority to wait until an arrest disposition has been reached to take action in accordance with this Policy.

In terminating or denying assistance for applicants and participants of Authority Programs due to disqualifying criminal activity, HUD regulations specifically provide that disqualifying criminal activity must be demonstrated by a preponderance of the evidence. Preponderance of the evidence shall mean that when taking all the evidence together and considering its reliability or unreliability, it must be more likely than not that the person in question engaged in the disqualifying criminal activity.

### **III. DEFINITIONS**

*Applicant* means any applicant to the Authority for prospective housing assistance under any housing assistance program.

*Assisted tenant or participant* means any tenant or participant who is currently receiving some form of housing assistance from the Authority.

*Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)). *Drug-related criminal activity* means *on or off* the premises, not just *on or near* the premises.

*Covered person* means a resident, any member of the resident's household, a guest, or another person under the resident's control.

*Criminal activity* includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's premises by other residents or employees of the Authority. Criminal activity shall include crimes against persons and property.

*Currently engaged in* is defined as recently enough to justify a reasonable belief that there is continuing conduct by the household member.

*Engaged in or history/pattern of engaging in* means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

*Drug* means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. § 802).

*Guest* means a person temporarily staying in the unit with the consent of a tenant/participant or other member of the household who has express or implied authority to so consent on behalf of the resident.

*Head of the household* means the primary beneficiary of the housing assistance from the Authority.

*Household* means the family and Authority-approved live-in aide.

*Housing Assistance* means any form of assistance or subsidy provided by the Housing Authority.

*Members of the household* shall include anyone else residing in the same residential unit occupied by the head of the household.

*Other person under the resident's control* means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this Section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

*Pattern of* means more than one (1) incident in a twelve (12) month period of time.

*Premises* means the building or complex or development in which the dwelling unit is located, including common areas and grounds.

*Screening* means the Authority applying discretion to consider all available information when making a decision to deny or grant admissions into a Housing Program.

*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

#### **IV. DUE PROCESS RIGHTS**

*24 CFR 960.204(c); 24 CFR 966.53(c); 24 CFR 982.552(d); 24 CFR 5.851; HUD Due Process Determination for the State of New Jersey (April 16, 1992, Legal Opinion GCH-0054);*

Federal law requires that the Authority provide applicants and participants to Authority Programs due process rights including adequate notice of the grounds for adverse action, right to be represented by counsel, opportunity to refute the evidence presented by the Authority, the right to confront and cross-examine witnesses, to present and affirmative legal or equitable defense and to have a decision on the merits.

#### **Applicants**

Before the Authority denies admissions to an Authority Programs on the basis of a criminal record, the Authority will notify the household of the proposed action to be based on the information and will provide the subject of the records and the applicant with a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record.

## **Tenant/Participants**

### *Authority Owned and Managed Properties*

HUD has made a determination that the State of New Jersey landlord-tenant process provided the necessary pre-eviction hearing and other basic elements of due process. Therefore, the Authority can exclude from its grievance procedures and cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore it shall be the policy of this Authority to exclude the forgoing from the grievance procedure and apply directly to court for eviction.

Once the Authority has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity on or off the Authority's premises, the Authority shall promptly issue notification to the tenant specifying: (1) that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy; (2) the lease provisions that the tenant has violated; (3) that the Authority is terminating tenancy as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (5) that the termination action is not subject to the grievance procedure; (6) that if the tenant has not vacated the premises by the date specified in the notice, then the Authority will file eviction proceedings in court; and (7) that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination of tenancy or eviction.

### *Section 8 Housing Choice Voucher, Moderate Rehabilitation, and Section 8 Project-Based Voucher*

Once the Authority has determined that there is sufficient documented justification to proceed with termination of participation in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity the Authority shall promptly issue notification to the participant specifying: (1) that the participant is in serious violation of the program obligations and this Policy; (2) the program and Policy provisions that the participant has violated; (3) that the Authority is terminating participation as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (6) the procedures for requesting an informal hearing and (7) and that the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination.

## **V. CONFIDENTIALITY AND RECORDS MANAGEMENT**

The Authority will ensure that any criminal record received by the Authority from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. The Authority will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

## **VI. SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY**

*24 CFR 5.851&2, 25 CFR 5.901-905; 24 CFR 982.553, 24 CFR 960.204*

With the goal of preventing drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or to the right to peaceful enjoyment of the premises by others, the Authority will screen all applicants and members of their household for evidence of criminal activity, alcohol abuse, and drug related activity.<sup>1</sup> The Authority will also screen program participants to ensure compliance with this Policy.

The Authority will obtain the consent of the applicant and adult members of the applicant's household to obtain and review criminal records. The Authority has the authority to obtain criminal records from the National Crime Information Center, police department, probation officer, parole officer and local social service provides, and other law enforcement agencies and sources such as the internet and private data banks related to all person over the age of 16 who wish to receive, whether directly or indirectly, housing assistance. The Authority also has the authority to obtain information from State, Federal or local agency responsible for the collection or maintenance of sex offender registration.

Under Federal law an adult is defined as a person who is 18 years of age or older or has been convicted of a crime as an adult under any Federal or State law although state law may allow review of criminal records of persons under the age of 18 in certain instances. The Authority or landlord may also receive information as to juveniles to the extent that the release of such information is authorized by state or local law. The Authority may rely upon any evidence it deems credible, including but not limited to, newspaper reports, complaints of neighbors and evidence of criminal complaints.

The Authority will question all applicants and adult members of the applicants household as to any criminal, drug related or alcohol related activity on the application for housing assistance and at the time of the eligibility interview. If as a result of the standardized inquire, or the receipt of a verifiable referral, there is an indication that any member of the family is engaged in drug-related criminal activity, alcohol abuse, violent criminal activity or any other criminal activity, the Authority will conduct a further investigation, as indicated above.

All applicants and members of the applicant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy prior to a determination applicant

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<sup>1</sup> In the Veterans Affairs Supportive Housing (VASH) Program, the Authority may only screen for and deny admission to a family member that is subject to a lifetime registration requirement under a state sex offender registration program.

admissions into an Authority program. All program participants and members of the participant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy at the time of their annual reexamination. This Policy shall be incorporated by reference in all Lease Agreements provided to assisted tenants. The Lease Agreement/Addendum shall state that housing assistance will be terminated and/or the assisted resident will be evicted if this Policy is violated.

A copy of this Policy will be made available for review online at [www.hagc.org](http://www.hagc.org)

Applicants to Authority owned and managed properties shall be subject to additional screening as specified in the ACOP or applicable Management Agreements and Dwelling Leases.

## **VII. APPLICANT DENIAL OF ADMISSION**

### **A. Section 8 Programs –Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher.**

*24 CFR 982.551-553; 24 CFR 882.413.*

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
5. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.
6. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states

where the household members are known to reside. This denial shall be mandatory and permanent.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

## **B. Public Housing & Multi-Family Programs.**

*24 CFR 960.204, 24 CFR 5.852-857*

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.
2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.
3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.
5. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.
6. The Authority must prohibit admission of an applicant if there is a reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or peaceful enjoyment of the premises by other residents.



The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

## **VIII. PARTICIPANT TERMINATIONS AND EVICTIONS**

### **A. Section 8 Programs- Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher**

*24 CFR 982.551, 553; 24 CFR 882.413; 24 CFR part 5, Subpart I & J.*

The Authority **must** terminate the assistance of a program participant the in the following circumstances:

1. The Authority will terminate a household if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the assistance and/or seek an eviction of a program participant the in the following circumstances:

1. The Authority may terminate a household if a household member is currently engaged in any illegal use of a drug.
2. The Authority may terminate a household if the Authority has reasonable cause to believe that a household member's patterns of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations to engage in any drug-related criminal activity.
4. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations not to

engage in any violent criminal activity.

5. The Authority may terminate a household if the Authority determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or peaceful enjoyment of the premises by other residents.

## **B. Public Housing and Multi-Family Programs**

*24 CFR 960.204; 24 CFR 966.4; 24 CFR 5.858-861*

The Authority **must** terminate the tenancy in accordance with the provisions of the Lease Agreement under the following circumstances:

1. The Authority will terminate the tenancy if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the tenancy in accordance with the provisions of the Lease Agreement the in the following circumstances:

1. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is a high misdemeanor, or violating a condition of probation or parole imposed under Federal or State law.
2. The Authority may evict the tenant by judicial action for criminal activity if it determines that the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
3. The Authority may evict a family when it determines that a household member is illegally using a drug or when it determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Drug related criminal activity engaged in, on or off the premises, by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the Authority to terminate tenancy.
5. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including the Authority's management, or threatens the health, safety, or right to peaceful enjoyment of their

residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

6. If the Authority determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
7. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

## **IX. CONSIDERATION OF CIRCUMSTANCES**

*24 CFR 5.852; 24 CFR 982.552(c)(2); 24 CFR 960.205*

In cases where the denial or termination of assistance is discretionary and not mandated by statute or regulations, the Authority may consider relevant circumstances including the seriousness of the case, the extent of the participation by the household member, any mitigating circumstances related to the disability of the household member and the effect of denial or termination would have on the household member not engaged in the activity.

The Authority reserves the right to require the household to exclude the offending member in order to continue to receive housing assistance. The Authority reserves the right to require applicants or participants to execute Continued Housing Assistance Agreements or Continued Occupancy Agreements/Amended Lease. In such cases, the Authority and the applicant or participant may agree that the Authority will continue housing assistance or commence housing assistance payments conditioned upon the removal of the offending family member or guest from the residential unit or agree that the offending family member or guest will be excluded from receiving either direct or indirect assistance from the Authority. Said Agreement must be in writing, signed by the Authority, the head of the household and the offending family member or guest. The agreement shall provide that the offending family member or guest may not visit or stay overnight in the assisted rental unit and may not enter upon the Authority's property or property occupied by the assisted tenant whose residence therein is facilitated by the assistance provided by the Authority. The Continued Occupancy Agreements/Amended Lease shall also acknowledge that, if the offending family member, guest, or other party does enter the leased premises, such party shall be treated as a trespasser and prosecuted to the fullest extent of the law, and that such action shall also be a substantial violation of the lease that may allow an eviction action to be taken against the assisted resident.

In determining whether to deny admission or terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Authority will consider participating in or completion of a supervised drug or alcohol rehabilitation program or proof that the individual has been rehabilitated successfully and is no longer engaging or engaged in the prohibited conduct. The Authority will require the applicant or participant to submit a written certification of rehabilitation from a social workers, counselor or physician. The Authority may request and obtain information regarding applicants from treatment facilities in accordance with federal regulations.

## **X. VAWA PROTECTIONS**

*24 C.F.R. 5.2005(b), 24 C.F.R. 5.2005(e)]*

The Violence against Women Reauthorization Act of 2013 (VAWA), provides that criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse. VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not supersede any other Federal, State, or local law that provides greater protection to victims of domestic violence, dating violence, or stalking. Moreover, VAWA does not limit the Authority's duty to honor Court Orders issued to protect a victim or to address the distribution of property when a family breaks up.

### **Limits on VAWA Protections**

While VAWA prohibits the Authority from using domestic violence, dating violence, sexual assault, or stalking as the cause for a termination or eviction action against an applicant or tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically: VAWA does not limit the Authority's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that the Authority does not subject the victim to a more demanding standard than other tenants.

VAWA does not limit the Authority's authority to terminate the tenancy of any participant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

In determining whether a participant, who is a victim of domestic violence, dating violence, or stalking, is an actual and imminent threat to others the Authority will consider the following, and any other relevant, factors: Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking; Whether the threat is a physical danger beyond a speculative threat; Whether the threat is likely to happen within a short period of time;

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location.

## **XI. DISABILITIES PROTECTIONS**

In considering whether an applicant or participant has violated this Policy, the Authority shall not focus on whether the individual happens to have a disability, but rather the focus shall be on whether the individual's behavior indicates that they are in violation of this Policy. Disabled applicants and participants may request reasonable accommodations if necessary.

**RESOLUTION #22-05**

**RESOLUTION AUTHORIZING THE IMPLEMENTATION OF  
NEW JERSEY FAIR CHANCE IN HOUSING ACT**

**WHEREAS**, the New Jersey Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64 ("Fair Change in Housing Act" or "FCHA") enacting legislation for the purpose of establishing certain housing rights of persons with criminal records became effective January 1, 2022; and

**WHEREAS**, as a Public Housing Agency, the Housing Authority of Gloucester County (HAGC) provides federally assisted housing where policies are governed by both Federal and State laws and regulations; and

**WHEREAS**, under Federal law and regulations, the Authority must deny program admissions for program applicants who engage in certain prohibited criminal conduct; and

**WHEREAS**, New Jersey Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64 limits the authority in its capacity as a housing provider, to consider a person's criminal history in deciding whether to extend an offer or whether to rent a dwelling unit after extending an offer, once an individual has been determined eligible for the housing assistance program; and

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) must make necessary and appropriate changes to its operations and policies to comply with the requirements of the Act while also following Federal laws and regulations; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director, or their designee, is authorized to review, evaluate, and draft the necessary changes to all operations and policies to comply with the New Jersey Fair Chance in Housing Act, N.J.S.A. 46:8-52 to 64 and Federal laws and regulations, subject to counsel review and final approval and adoption by the Board of Commissioners.


**ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26<sup>th</sup> of January 2022.**

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

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

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**  
**DATED: JANUARY 26, 2022**



## **PET POLICY**

**REVISED:**

**September 2000**

**August 2004**

**January 2016**

**June 2018**

**September 2019**

**September 2020**

**September 22, 2021, via Resolution #21-98**

**September 25, 2023, via Resolution #23-97**

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## **I. PREAMBLE**

The Housing Authority of Gloucester County (HAGC) adopts this Pet Policy (“Policy”) to provide rules and conditions under which a pet may be kept in properties owned or managed by HAGC. The primary purpose of this Policy is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, HAGC employees, and the public, and to preserve the physical condition of HAGC’s property.

This Policy is established in accordance with the following federal regulations:

24 *C.F.R.* 960, Subpart G  
24 *C.F.R.* Part 5, Subpart C

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner’s tenancy (or both), in accordance with the provisions of this Policy, the Lease, applicable regulations and state and local law.

## **II. DEFINITION OF PET**

A. For the purposes of this Policy, pets are defined as:

1. Domesticated dogs not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
2. Domesticated cats not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
3. Fish in approved tank not exceeding twenty (20) gallons of water.
4. Domesticated, caged, small birds in an approved cage.

B. No other living creature shall be considered a pet for the purposes of this Policy. HAGC may, in its sole discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

C. Animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities are not defined as pets. HAGC will not apply or enforce this Policy, established under the above referenced federal regulations, against such animals. This exclusion applies to such animals that reside in, or visit, public housing, as defined in Section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a), or projects for the elderly or persons with disabilities. Tenants with assistance animals shall comply with HAGC’s Assistance Animal Policy.



### **III. DEFINITION OF “ELDERLY OR DISABLED FAMILY” AND “PROJECT FOR THE ELDERLY OR PERSONS WITH DISABILITIES”**

For purposes of implementing this Policy, HAGC shall apply the definitions of “elderly or disabled family” and “Project for the Elderly or persons with disabilities” as contained within 24 *C.F.R.* 5.306, Definitions.

### **IV. PET PERMIT APPLICATION**

- A. Tenants who wish to apply for a Pet Permit (“Permit”) must file an application for a Permit with HAGC. Applications will be processed on a first-come, first-served basis.
- B. Tenants who have a history of poor housekeeping and/or damaging HAGC owned/managed property will be denied a Permit for a period of one year from the date of the application. Reconsideration for a Permit will be given if the tenant has no housekeeping or damage violations for twelve (12) consecutive months.
- C. Tenants who have been found to violate their lease by having a pet on HAGC owned or managed properties without a valid Permit shall be denied a Permit for a period of one year from the date of the violation.

### **V. CONDITIONS FOR ISSUANCE OF A PERMIT**

- A. For dogs and cats only:
  - 1. With the exception of the elderly and disabled as defined in 24 *C.F.R.* 5.306, the applicant must file a Certificate of Insurance with HAGC certifying that the applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the Permit. Tenants may request a waiver of this requirement in writing to the Executive Director.
  - 2. The applicant must provide proof, each year, of municipal registration of the pet in accordance with state and local law.
  - 3. Annually, the applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals that the pet is in good health and has been inoculated for distemper and rabies. The applicant must provide information sufficient to identify the pet and demonstrate it is a common household pet. HAGC shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the New Jersey Department of Health.
  - 4. Prior to issuance of a Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100.00. 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 \$10.00 per month must be made until the total 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 Article V of this Policy.
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, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents).

B. For all pets, as defined in this Policy:

1. The applicant must execute a Pet Lease Addendum providing that the applicant assumes all personal financial responsibility for damage to any personal or real property of any third party, or HAGC, caused by the pet and the applicant assumes personal responsibility for personal injury to any party caused by the pet.
2. The applicant must execute a Pet Lease Addendum providing that the applicant acknowledges and agrees to the requirements of this Policy and that the Pet Permit can be revoked for failure to adhere to and abide by this Policy.
3. The applicant must execute a Pet Lease Addendum providing that the applicant has read and understands this Policy and agrees that this Policy shall become part of the lease and the Pet Lease Addendum.
4. As part of the application process for a Permit, the applicant must file a Pet Emergency Care Plan in case the applicant is unable to care for the pet in an emergency. This Plan must empower HAGC, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved person that does not reside on HAGC owned or managed properties.
5. Prior to the issuance of a Permit, the applicant and HAGC shall execute HAGC's Pet Lease Addendum, a copy of which is attached to this Policy.

## VI. PET MANAGEMENT

- A. Only one Permit will be issued per dwelling unit.

- B. An individual Permit may only be issued for one dog, one cat, one twenty (20) gallon fishtank, or one bird cage.
- C. Except for single-family dwelling units, pets must be confined to the dwelling unit unless on a leash or appropriately and effectively restrained.
- D. Pets shall not wander at any time without a propriate and effective restraints in common areas of thebuilding or on the grounds.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the “Pet Emergency Care Plan” within twenty-four (24) hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea and/or tick infestation. All cost associated with the treatment of flea and/or tick infestation shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from the building daily by:
  - 1. Placing cat litter waste into bag and into trash chute or outside trash can.
  - 2. Placing dog on leash and taking dog to established “Pet Relief Area” as designated in the high-rise buildings only. Tenants are responsible for removing and properly disposing of all removable pet waste from the Pet Relief Area.

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

  - 3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
  - 4. Tenant agrees to keep property free of dog/cat waste.
- H. Pet owners must prevent pets from damaging property (within dwelling unit, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with state and local law.
- I. 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.
- J. Tenant agrees to provide adequate care, nutrition, exercise and medical attention for their pets.
- K. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on

HAGC property and left unattended for any amount of time,

- L. Bird cages are not permitted to be attached to ceilings.

## **VII. PET CONTROL**

- A. Tenant must keep the pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of HAGC owned or managed properties. 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 HAGC.
- B. Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## **VIII. INSPECTION OF DWELLING UNIT**

- A. Tenant agrees, as a condition of accepting a Permit, that tenant's dwelling unit will be available for inspection of compliance with this Policy at any time during working hours on thirty (30) minute notice.
- B. Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

## **IX. PETITION OF REMOVAL**

The Executive Director, or designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring tenants who allege a complaint against the pet owner for non-compliance with this Policy. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

## **X. REVOCATION OF PERMIT**

- A. Revocation of a Permit may occur upon the occasion of the following conditions:
  - 1. Upon death of pet;
  - 2. Upon permanent removal of pet from the dwelling unit; or
  - 3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Permit.
- B. Upon determination by management of HAGC, that the following conditions may be considered cause for revocation:
  - 1. Pet has caused damage to any dwelling unit, common areas, personal property or

persons.

2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants, neighbors or HAGC management, for example, barking dog or loud meowing cat.
4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
6. Pet is found out of control of tenant: a) dog off leash; b) cat running loose; c) bird not caged.
7. Upon expiration of municipal animal license, unless renewed.
8. Upon expiration of inoculation unless current inoculation status is recertified.
9. Upon determination by HAGC that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of HAGC.
10. Upon determination by HAGC that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the tenant in writing ten (10) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

#### **XI. DEATH OF PET**

The tenant shall be responsible for arranging for burial or other disposal of deceased pets off HAGC owned or managed properties. Tenant shall notify HAGC of any pet death within ten (10) calendar days.

#### **XII. PET TEMPORARILY ON HAGC OWNED OR MANAGED PROPERTIES**

Pets which are not owned by a tenant will not be allowed on HAGC owned or managed properties. Tenants are prohibited from feeding or harboring stray animals.

#### **XIII. ABSENCE OF TENANT**

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the tenant dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if HAGC, after reasonable efforts, cannot contact the responsible party, then HAGC may contact the appropriate state or local agency

and request the removal of the pet. Any cost to remove the pet will be a charge to the tenant.

#### **XIV. EMERGENCIES**

HAGC will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local agency authorized to remove such pets. Any cost to remove such pets will be a charge to the tenant.

DRAFT

**PET PERMIT APPLICATION**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment: \_\_\_\_\_

Applicant shall attach a photograph of the pet to this application.

Pet Security Deposit is required as follows. Payment must be made in accordance with HAGC's Pet Policy.

204-1 Family Dwelling Units = \$300.00

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of HAGC's Pet Policy. Upon approval by HAGC of a Pet Permit Application, Tenant shall execute HAGC's Pet Lease Addendum. A pet shall not be permitted in Tenant's apartment until HAGC approval of a Pet Permit Application and full execution of the Pet Lease Addendum by tenant and HAGC.

Tenant Signature: \_\_\_\_\_

**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# \_\_\_\_\_

**PET LEASE ADDENDUM**

TENANT: \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

PROJECT \_\_\_\_\_ UNIT # \_\_\_\_\_

DESCRIPTION OF PET: \_\_\_\_\_

1. \_\_\_\_\_ Parties. The parties of this Pet Lease Addendum (Lease Addendum) are the Housing Authority of Gloucester County, referred to as the landlord, and the above referenced tenant.
2. \_\_\_\_\_ Length of Time (Term). The term of this Lease Addendum shall begin on \_\_\_\_\_ and end upon the termination of the lease, unless terminated earlier in accordance with HAGC's Pet Policy.
3. \_\_\_\_\_ Waste Removal Charge. Tenant shall pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to properly dispose of pet waste.
4. \_\_\_\_\_ Pet Security Deposit. Tenant shall deposit with landlord the total sum of \$ \_\_\_\_\_ as a pet security deposit (Pet Security Deposit). The tenant may deposit \$10.00 per month with landlord, due on the 1st of each month after the execution hereof, until the Pet Security Deposit amount is equal to \$100.00 or \$300.00 (scattered sites only). The landlord shall hold the Pet Security Deposit for the period tenant occupies the unit. Upon termination of tenant's occupancy, 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 of such termination. The Pet Security Deposit shall be held by landlord at Fulton Bank of New Jersey, in Account # \_\_\_\_\_, which shall be an interest bearing account.
5. \_\_\_\_\_ Tenant shall obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep such insurance current so long as the pet resides in the unit. **(Not applicable to "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities.")**
6. \_\_\_\_\_ Tenant shall file a copy of any municipal pet registration or license with the landlord and to keep same current.
7. \_\_\_\_\_ Tenant shall keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. Landlord shall also accept a Certification of Exemption from Vaccination Form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy in accordance with New Jersey Department of Health regulations.
8. \_\_\_\_\_ Tenant shall assume all personal financial responsibility for damages to any third party, or landlord, personal or real property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with state and local law.
9. \_\_\_\_\_ Tenant shall be obligated to pay and be liable to the landlord for the payment of all



reasonable lawyer fees and court costs 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, and initiating an action for eviction of the tenant for breach of this Lease Addendum, or collection of pet damages, and such fees and costs shall be considered additional rent due and owing upon presentation of a bill for same to the tenant, if the landlord prevails in the action.

10. \_\_\_\_\_ Tenant has read and understands HAGC's Pet Policy. Tenant acknowledges and agrees to the requirements of HAGC's Pet Policy that HAGC's Pet Policy is part of the lease and this Lease Addendum. Tenant acknowledges and agrees that the Pet Permit can be revoked for failure to adhere to and abide by HAGC's Pet Policy.

11. \_\_\_\_\_ Tenant agrees to any reasonable changes to HAGC's Pet Policy that may occur in the future.

12. \_\_\_\_\_ Tenant agrees to terms and conditions of this Lease Addendum as an amendment to the lease.

13. \_\_\_\_\_ Tenant shall file a Pet Emergency Care Plan with landlord and shall hold the landlord and its employees, consultants and contractors harmless of any liability in connection with such Plan.

14. \_\_\_\_\_ Tenant shall pay for any and all pet care facility, or similar, costs for the care of the pet if necessary.

15. \_\_\_\_\_ Tenant shall make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.

16. \_\_\_\_\_ Tenant agrees to have pet use the designated pet relief area, if pet is a dog or cat, or cats may use an approved kitty litter container in the apartment. Tenant shall pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by a pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.

17. \_\_\_\_\_ Tenant shall dispose of pet waste and kitty litter by placing it in bags and putting bags in the trash chute or exterior trash bin daily.

18. \_\_\_\_\_ For single-family dwelling units, 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 said projects are designated for elderly/disabled residents.

As a condition of the Pet Permit issued on \_\_\_\_\_, I, \_\_\_\_\_, understand and agree to the terms and conditions of this Lease Addendum.

\_\_\_\_\_  
HAGC Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

**PET EMERGENCY CARE PLAN**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

IF CAT: Declawed: \_\_\_\_\_ Not Declawed: \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

**RESPONSIBLE PERSON 1**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

**RESPONSIBLE PERSON 2**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above-named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for my pet. I agree that if the above-named individuals are unable to care for my pet, or if after reasonable efforts HAGC cannot contact the above-named individuals, HAGC may contact the appropriate state or local agency and request the removal of my pet. Any cost to remove my pet will be a charge to me.

Tenant Signature: \_\_\_\_\_

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## DEFINITION OF SIGNIFICANT AMENDMENT AND SUBSTANTIAL DEVIATIONS / MODIFICATION

### ANNUAL PLAN 2024

Significant Amendments and Substantial Deviations/Modifications from the 5 Year Plan and Annual Plan shall be defined as discretionary changes in the plans or Authority policies that fundamentally change the mission, goals, objectives, or plans of The Authority and which require formal approval of the Board of Commissioners.

The following shall not be deemed a substantial deviation from the PHA Plan: the decision to convert to either Project Based Rental Assistance or Project Based voucher Assistance; Changes to the Capital Fund Budget provided as a result of each RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds; Changes to the construction and rehabilitation plan for each approved RAD conversion; Changes to the financing structure for each approved RAD conversion and routine updates to the FSS Action Plan.

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## FIVE-YEAR GOALS

### STATEMENT OF PROGRESS AS OF AUGUST 2023

#### **Goal One:**    Preserve the economic vitality of HAGC.

##### **Objectives:**

1. Preserve the Housing Authority's Public Housing units located at Deptford Park Apartments and Carino Park Apartments through successful completion of the conversion from designation as Public Housing Units to Project-Based Vouchers through the Rental Assistance Demonstration Program. On May 10, 2019 HUD approved HAGC's Significant Amendment for the RAD Program to convert these AMPs from Public Housing under the Rental Assistance Demonstration (RAD) Program to Project-Based Vouchers (PBV). HAGC submitted this application to HUD on August 22, 2018, was approved on December 11, 2018 and accepted the Commitment to Enter into Housing Assistance Payments Contract on January 3, 2019. HAGC works to implement the conversion in accordance with HUD regulations and applicable notices including PIH 2012-3, Rev-3 and any subsequent notices.

**Progress:** In accordance with resolutions from HAGC's Board of Commissioners executed on July 28, 2021, HAGC determined it is in the best interest of HAGC to withdraw the RAD applications for Deptford Park Apartments and Carino Park Apartments and rescind the Commitment to Enter into Housing Assistance Payments (CHAP) RAD award. In accordance with HUD-PIH Notice 2021-07 (HA), HAGC has determined that the RAD conversion must occur after the disposition of the 62 scattered site public housing single family homes, as detailed below. HAGC will reevaluate the RAD conversion following such disposition.

2. Successful completion of the disposition of 62 scattered site public housing single family homes in accordance with Section 18 of the U.S. Housing Act of 1937, 24 CFR part 970 and PIH Notice 2018-04 on the basis that it is in the best interest of the residents and HAGC and consistent with the goals of HAGC to do so. Specifically, the units are scattered site units with large distances between the units, lack uniformity of systems, and are unsustainable to operate and maintain. HAGC shall act in accordance with the requirements of the Uniform Relocation Act in implementing any disposition of Public Housing to ensure protections for residents.

**Progress:** HAGC requested the County's Consultant to prepare the Part 50 ERR which is a required component of the disposition application. Gloucester County is the Responsible Entity and must sign off on the ERR. Due to the Covid-19 pandemic and potential housing instability resulting from the disposition plan, HAGC delayed the disposition in 2020 through 2022. HAGC re-engaged in this process with the Resident Advisory Board (RAB) in May 2023. Once the RAB approved the disposition of NJ 204-1, a public hearing was advertised and scheduled for 7/12/2023. HAGC intends to move forward revising the 2023 Annual Plan to include the disposition of the NJ 204-1 Scattered Site, Single Family Public Housing Program, subject to the Public Hearing. HAGC plans to conduct meetings with the NJ204-1 Scattered Site residents to re-engage and inform the residents of HAGC's intent to dissolve the

program, how the residents will be assisted with Tenant Protection Vouchers provided they remain in good standing, and any other options available such as homeownership.

**Goal Two:    Manage the Housing Authority's Section 8 Existing Housing Program in an efficient and effective manner.**

**Objectives:**

1. HUD shall continue to recognize the Housing Authority as at least a standard performer in accordance with the current Section Eight Management Assessment Program regulations. HAGC shall strive to comply with all the following:
  - Proper selection of applicants from the housing choice voucher waiting list
  - Sound determination of reasonable rent for each unit leased
  - Establishment of payment standards within the required range of the HUD fair market rent
  - Accurate verification of family income
  - Timely annual reexaminations of family income
  - Correct calculation of the tenant share of the rent and the housing assistance payment
  - Maintenance of a current schedule of allowances for tenant utility costs
  - Ensure units comply with the housing quality standards before families enter into leases and PHAs enter into housing assistance contracts
  - Timely annual housing quality inspections
  - Performing of quality control inspections to ensure housing quality
  - Ensure that landlords and tenants promptly correct housing quality deficiencies
  - Ensure that all available housing choice vouchers are used
  - Expand housing choice outside areas of poverty or minority concentration
  - Enroll families in the family self-sufficiency (FSS) program as required and help FSS families achieve increases in employment income

**Progress:** HAGC was designated as a High Performer for FYE 12/31/22 and therefore exceeded this objective. In accordance with applicable CARES Act Waivers adopted by HUD, HAGC did not submit a SEMAP certification to HUD for FYE 12/31/20 or FYE 12/31/21 and retained the prior designation as a High Performer. HAGC conducted internal SEMAP testing which revealed compliance with program obligations consistent with the High Performer Designation. HAGC places a strong priority on compliance with Federal Regulations governing the Housing Choice Voucher Program and continues to engage in review of HUD publications to access required changes and/or develop program efficiencies to best serve the Section 8 participants and community of Gloucester County.

2. The Housing Authority shall obtain a utilization rate of 95% or higher in its tenant-based program.

**Progress:** HAGC continues to prioritize voucher utilization and lease up. However, the Covid-19 pandemic has created a lasting hardship and barriers towards improving the utilization rate. In order to increase utilization, HAGC has increased data gathering and tracking, hired an additional Intake Tenant Interviewer/Investigator (TII), employed a new intake procedure for conducting eligibility interviews, increased utilization of technology

including video webcast tenant briefings, telephone interviews, explored community partnerships for security deposit assistance, engaged in landlord communications and continued to review applicable HUD guidance. HAGC staff works diligently to verify eligible applicants and provide housing search assistance to voucher holders. Despite these efforts, eligible applicants often have a difficult time locating affordable housing and obtaining security and/or utility deposits. HAGC has requested statistical information about NJ DCA's Housing Choice Vouchers under lease in HAGC's jurisdiction to determine the extent to which these vouchers are affecting our ability to lease up. HAGC continues to extend voucher search time to those who have difficulties finding units to avoid voucher expirations.

3. The wait list for the Section 8 Housing Choice Voucher Program shall remain closed and only opened as determined necessary by the Executive Director on an ongoing basis. Based on the need to serve low-income families within Gloucester County. The waiting list will be administered based on time and date of application with a preference for applicants living or working, or who have been hired to work, within Gloucester County and for applicants meeting the definition of eligibility for the mainstream voucher preference.

**Progress:** HAGC continues to monitor the waiting list to ensure accurate applicant selection and sufficient applicant pool. HAGC opened the Section 8 Waitlist from 3/15/2023 until 3/18/2023 and entered into the electronic database all applications for housing assistance submitted during the waiting list opening. HAGC continues to implement the waiting list with a local preference and a preference for those meeting the eligibility requirement for a Mainstream Voucher (disabled adults), Homelessness and Domestic Violence Victims. The waiting lists remain closed except for the Section 8 Mainstream preference and the Section 8 Veterans Only waiting list, which remains open for veterans with a DD214, NGB-22 or any government issued record evidencing the type of discharge from service is other than dishonorable. In September 2022, the Veteran's Targeted vouchers was expanded to include surviving spouses of United States Veterans and comply with NJ Admin Code 5:40-2.2

4. The Housing Authority shall maintain the system to monitor concentration of units, and consider actions, such as increases in the payment standard in accordance with funding availability, needed to provide housing opportunities outside areas of low-income concentration. HAGC shall properly implement the Small Area Fair Market Rent rule and review the impact of the adopted payment standards on areas of low-income concentration. HAGC shall continue to successfully operate the HOME Funds Program for the County of Gloucester. The Gloucester County Board of Social Services refers families in danger of becoming homeless to HAGC.

**Progress:** Due to lower-than-expected leasing rates nationwide, HUD issued a notice that would allow the increase of the payment standard up to 120% of the Small Area Fair Market Rents. HAGC requested the waiver, and subsequently an extension to facilitate leasing and HUD approved the request. HAGC established the FY 2023 Payment Standards at the maximum allowable rate of 120%.

**Goal Three:**            **Increase the number of affordable housing opportunities available to low-income residents of Gloucester County.**

**Objectives:**

1. HAGC shall have ten Section 8 HCV Homeownership closings by 2024. Through the successful operation of the Homeownership Program, HAGC shall continue to prepare families for homeownership and economic independence.

**Progress:** Currently there are 8 voucher participants in the Section 8 Housing Choice Voucher Homeownership program in various communities throughout Gloucester County, and since 2019, 5 participants have achieved homeownership. HAGC is conducting intakes for new participants. Financial education is used to assist clients in obtaining the goal of becoming a homeowner. HAGC works closely with the approved individuals to facilitate the process of closing and finalizing homeownership. HAGC continues to observe that the Covid-19 pandemic has made homeownership more difficult due to increased home prices and market competitiveness.

2. HAGC shall pursue other development opportunities. On July 24, 2019 the HAGC Board of Commissioners passed a Resolution authorizing HAGC to execute an Agreement to Enter into a Housing Assistance Payments Contract for Housing Choice Voucher-Project Based Assistance with both: Woodbury Heights Family Housing and West Deptford Apartments Project; awarding 8 PBVs to Woodbury Heights Family Housing and 21 PBVs to West Deptford Apartments Project, subject to negotiating the business terms with each owner and subject to the approval of the business terms by HAGC Counsel.

**Progress:** HAGC continues to focus on the expansion of quality affordable housing available for veterans and passed a resolution authorizing the execution of a Housing Assistance Payments Contract to offer project-based vouchers for veterans. Unfortunately, the projects did not receive the LIHTC tax credits in 2019. In 2022 the West Deptford Apartments Project applied and received 4% financing from the NJHMF and applied for additional funding from the NJEDA ASPIRE in March 2023. HAGC has committed 21 PBVs to this project, these units will be restricted to Veterans whose income is at or below 30% of the median income for Gloucester County.

HAGC is also focused on the expansion of housing opportunities for individuals with special needs and is partnering with Rowan College of South Jersey, Deptford Township, and Gloucester County in the development of a new 24-unit midrise apartment building for individuals with special needs. The soon-to-be developed one-bedroom units will house individuals with developmental and/or intellectual disabilities on the grounds of the Gloucester County Campus of Rowan College of South Jersey. The location of the housing will allow the residents to benefit from supportive services on the campus and will be designed to serve the needs of the residents. The building will also be equipped with on-site office space for both property management and supportive services, meeting spaces, laundry facilities, recreational community room and lounge spaces, and an outdoor recreational area. HAGC has awarded 24 Project Based Vouchers to the project, ensuring 100% of the units will be affordable to residents at or below 50% of Area Median Income of Gloucester County. On 7/11/23 GCHDC, a nonprofit instrumentality of HAGC, received a grant confirmation letter indicating GCHDC

will receive a National Housing Trust Fund grant of \$7,365,746.

3. HAGC shall continue to implement a housing program benefiting families in danger of becoming homeless. HAGC shall continue to successfully operate the HOME funds for the County of Gloucester and the HUD-VASH program in partnership with the Philadelphia VA to provide housing assistance to homeless veterans referred by the VA.

**Progress:** HAGC is administering HOME funds for the County of Gloucester. The Gloucester County Board of Social Services refers families in danger of becoming homeless to HAGC. These families are unable to obtain services from other organizations throughout the County. Currently 5 families are on the wait list for HOME funds and 10 families are under contract and receiving assistance.

HAGC also maintains Targeted Section 8 Housing Choice Vouchers for eligible applicants who are homeless or imminently homeless. Additionally, the Diocesan Housing Services Corporation of the Diocese of Camden, through the HUD 202 program, requested Project Based Vouchers (PBVs) in the Section 8 Housing Choice Voucher Program administered by the HAGC, these vouchers will support seniors (age 55+) who are homeless or are facing the threat of homelessness. HAGC initially awarded 5 PBVs to the Mews at St. Mary Project, located in Monroe Township, NJ and increased the award to up to 12 PBVs on August 23, 2023.

HAGC administers 24 Veterans Affairs Supportive Housing Choice Vouchers (HUD-VASH) for homeless Veterans in partnership with the Philadelphia VA. In May 2023, the VA provided a letter of support for HAGC to apply for additional VASH Vouchers and HAGC submitted the registration of interest to HUD on 6/1/23. HUD awarded an additional 10 VASH Vouchers. HAGC accepted the additional award on 8/10/23.

HAGC was also awarded funding through the 2018 Mainstream Voucher Program for non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless. As a result of increased funding from the CARES Act, HAGC was awarded additional Housing Assistance Payment funding from HUD to support additional Mainstream Vouchers which began leasing effective October 2020. HAGC applied for, and was awarded, 30 additional Mainstream Vouchers, effective 11/01/2022 and the current allocation is now 85.

**Goal Four: Enhance the quality of life for residents of housing assisted by the Housing Authority.**

**Objectives:**

1. Maintain a system for regular communication between Commissioners, residents, and staff. HAGC shall continue to comply with all requirements of the Open Public Meeting requirements, respond timely to communications from residents and facilitate the Resident Advisory Board meetings.

**Progress:** Open and regular communication exists between Commissioners, residents and staff facilitated by the Resident Relations Committee, Resident Advisory Board, resident meetings,



and the Resident Relations Coordinator. HAGC has provided several written notices and monthly newsletters to connect residents with resources, support services and various activities facilitated by HAGC, as well as ask for suggestions for activities the residents would be interested in participating in. HAGC has maintained and updated HAGC's website with Board of Commissioner meeting agenda, minutes, and resolutions; current policies governing the administration of the Programs and providing an opportunity to apply for program assistance online. HAGC has timely addressed resident questions and/or complaints submitted to HAGC staff and management.

2. Maintain a cooperative relationship with an organization in the County providing self-sufficiency services to Housing Authority assisted families. HAGC shall evaluate and maintain partnership with third party agencies which offer benefits to residents.

**Progress:** HAGC maintains cooperative relationships with third party agencies in the community through the use of Targeted Vouchers including, homeless families with referrals from VOA shelter, Services Empowering Rights of Victims (SERV), Center for Family Services Mother/Child Residential Program and New Point Behavioral Health (NPBH), Displaced by Community Redevelopment and Veterans. Presently the targeted vouchers are underutilized. As HAGC receives new referrals, applicants are placed on shortened targeted waitlists, from where applicants are contacted to begin the process of eligibility determinations on an ongoing basis, and as funding allows. HAGC entered into Letters of Intent with Gloucester County Department of Social Services, Division of Human & Disability Services and the Arc of Gloucester County to lease the vouchers and fulfill the needs of the Mainstream Voucher participants in program participation and long-term success which has proven to be highly successful. HAGC also administers the Family Self-Sufficiency (FSS) Program to promote the development of local strategies to coordinate public and private resources that help housing choice voucher program participants, public housing tenants, and tenants in the Section 8 Project-Based Rental Assistance (PBRA) program obtain employment that will enable participating families to achieve economic independence and reduce dependence on welfare assistance and rental subsidies.

3. Promote independence and aging in place for elderly and disabled Public Housing residents through the operation of the Resident Opportunity for Self-Sufficiency Program, Congregate Program, and relationships with third-party service providers.

**Progress:** HAGC operates a Resident Opportunities and Self-Sufficiency (ROSS) program which focuses on the goal of providing supportive services to enable disabled and elderly residents to remain living independent and age in place rather than require institutionalized placement. The ROSS program provided case management services to promote financial literacy, food and nutrition services, referral of health care services, mental health services and wellness programs. The ROSS program also has the objective of promoting job training and mentoring programs for disabled and elderly persons through employment and career counseling and economic self-sufficiency training. The successful operation of the ROSS program depends largely on partnering with community-based organizations.

Further tenancy support for disabled Public Housing participants is provided through the establishment of a special needs list through the Register Ready Program. This voluntary program allows residents of HAGC owned and managed buildings to self-identify as

individuals requiring assistance from emergency responders in the event of an emergency. This information is held securely by the State of New Jersey and HAGC and only used for emergency response and planning. HAGC assists residents with completing Register Ready forms and updates.

In Public Housing, HAGC operates a Congregate Services Program providing meals, laundry and housekeeping services to individuals who are often disabled. This resource provides tenancy support to help encourage persons with disabilities to continue to remain independent. The Congregate Services Program is staffed by a Congregate Coordinator and staff who work closely with disabled residents and facilitate community referrals when needed. Referrals are also made to Adult Protective Services in the event that staff has a reasonable basis to believe that the resident is a vulnerable adult and is at risk for abuse, neglect, or exploitation and who, because of physical or mental illness or disabilities, lack sufficient capacity to make, communicate or carry out decisions concerning their well-being.

The Congregate program is supplemented and enhanced by an Assisted living Provider, DPSP, who provides on-site services to individuals who are often disabled. HAGC has partnered with DPSP since 2013 and maintains rental space in HAGC's affordable housing buildings. DPSP is a licensed Assisted Living Program which individually tailored services including nursing care, assistance with personal care, assistance with accessing transportation, and other supportive services to help residents age in place rather than being displaced to a nursing home or other institutional facility.

HAGC is also exploring a partnership with Inspira Life, which will provide senior residents with another opportunity for services to extend their independence.

Capital Fund Program - Five-Year Action Plan

Status: Under Review

Approval Date:

Approved By:

<b>Part I: Summary</b>						
<b>PHA Name :</b> Gloucester County Housing Authority		<b>Locality (City/County &amp; State)</b>				
<b>PHA Number:</b> NJ204		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revised 5-Year Plan (Revision No:            )</b>				
<b>A.</b>	<b>Development Number and Name</b>	<b>Work Statement for Year 1    2023</b>	<b>Work Statement for Year 2    2024</b>	<b>Work Statement for Year 3    2025</b>	<b>Work Statement for Year 4    2026</b>	<b>Work Statement for Year 5    2027</b>
	AUTHORITY-WIDE	\$279,038.25	\$279,038.25	\$275,038.25	\$275,038.25	\$297,236.25
	204-1 SCATTERED SITES (NJ204000001)	\$93,402.85	\$215,000.00	\$99,311.40	\$124,692.40	\$94,311.40
	CARINO PARK (NJ204000003)	\$171,341.00	\$129,652.40	\$129,000.00	\$179,664.35	\$210,214.30
	DEPTFORD PARK APARTMENT (NJ204000004)	\$170,612.90	\$90,704.35	\$211,045.35	\$135,000.00	\$112,633.05

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$279,038.25
ID0051	Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	Mod Cord Salary		\$71,439.50
ID0052	Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0054	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc		\$10,000.00
ID0055	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
ID0108	Operating Fund(Operations (1406))	Routine Maintenance Items and Equipment		\$178,598.75

Capital Fund Program - Five-Year Action Plan

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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$93,402.85
ID0053	Dwelling Structures(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Upgrades to houses, kitchen, bathroom, flooring, siding, general modernization, etc		\$33,204.85
ID0056	Dwelling Site(Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tank, sewer, water service equipment, pumps, etc		\$5,000.00
ID0057	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc		\$15,000.00
ID0058	Relocation Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0059	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc		\$10,000.00
ID0105	Non Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Miscellaneous Vehicle Upgrade		\$26,198.00
	CARINO PARK (NJ204000003)			\$171,341.00
ID0063	Dwelling Structure(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Apartment Upgrades		\$50,000.00
ID0064	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping)	Repair & Seal Coat Parking Lot		\$30,000.00
ID0065	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Upgrades to Equipment		\$25,000.00

Capital Fund Program - Five-Year Action Plan

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2577-0274  
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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0069	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Replace Fan-Coil Units		\$40,143.00
ID0104	Non Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Miscellaneous Vehicle Upgrade		\$26,198.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$170,612.90
ID0066	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping)	Repair & Seal Coat Parking Lot		\$30,000.00
ID0067	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Upgrades to Equipment		\$25,000.00
ID0068	Dwelling Structure(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Apartment Upgrades		\$40,612.90
ID0137	Non Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Miscellaneous Vehicle Upgrade		\$25,000.00

Capital Fund Program - Five-Year Action Plan

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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0138	Dwelling Interior(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical)	Miscellaneous Apartment Upgrades		\$50,000.00
	Subtotal of Estimated Cost			\$714,395.00



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2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$279,038.25
ID0070	Administrative(Administration (1410)-Salaries)	Mod Coord Salary		\$71,439.50
ID0071	FEES AND COSTS(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	A&E Services		\$15,000.00
ID0072	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc		\$10,000.00
ID0073	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
ID0109	Operating Fund(Operations (1406))	Routine Maintenance Items and Equipment		\$178,598.75

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Work Statement for Year 2 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$215,000.00
ID0074	DWELLING UNIT(Dwelling Unit - Demolition (1480))	204-1 Disposition		\$200,000.00
ID0075	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc		\$15,000.00
	CARINO PARK (NJ204000003)			\$129,652.40
ID0077	Dwelling Exterior(Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows)	Miscellaneous Exterior Dwelling Upgrades		\$25,000.00
ID0078	Dwelling Site(Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat)	Miscellaneous Site Upgrades		\$25,000.00
ID0079	Dwelling Interior(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other)	Common Area Flooring		\$10,000.00

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Work Statement for Year 2 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0080	Dwelling Structure(Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Apartment Upgrades		\$20,000.00
ID0081	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Other)	Miscellaneous Apartment Upgrades, light fixtures, ranges, refrigerators, etc		\$30,000.00
ID0086	New Vehicle(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	New Vehicle		\$19,652.40
	DEPTFORD PARK APARTMENT (NJ204000004)			\$90,704.35
ID0082	Dwelling Interior(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Common Area Upgrades		\$15,000.00
ID0083	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replace HVAC System		\$27,704.35
ID0084	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Replace Trash Compactor		\$23,000.00

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Work Statement for Year 2 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0085	Dwelling Structure(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows)	Miscellaneous Exterior Upgrades		\$25,000.00
	Subtotal of Estimated Cost			\$714,395.00

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Work Statement for Year 3 2025				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$275,038.25
ID0089	A&E Services(Contract Administration (1480)-Other Fees and Costs)	Fees and Cost Contract Admin		\$15,000.00
ID0090	Relocation Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Relocation)	Hotel & Food Expenses during modernization Projects		\$10,000.00
ID0091	ADMINISTRATIVE(Administration (1410)-Other,Administration (1410)-Salaries)	Admin Fees / Salary		\$71,439.50
ID0110	Operating Fund(Operations (1406))	Routine Maintenance Items and Equipment		\$178,598.75
	204-1 SCATTERED SITES (NJ204000001)			\$99,311.40
ID0092	Dwelling Unit Interior(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Dwelling Equipment		\$15,000.00

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Work Statement for Year 3 2025				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0093	Non-Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Oil Tanks, Sewer and water service equipment, pumps, mailboxes etc		\$5,000.00
ID0094	Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Oil Tanks, Sewer and water service equipment, pumps, mailboxes etc		\$5,000.00
ID0095	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Update Houses, Kitchens, Bathrooms, Flooring, Siding, General Modernization etc		\$74,311.40
	CARINO PARK (NJ204000003)			\$129,000.00
ID0096	DWELLING STRUCTURES(Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Apartment Upgrades Bathroom and Kitchens		\$60,000.00
ID0097	Dwelling Equipment(Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Upgrade Building Equipment		\$25,000.00

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Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0098	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Upgrade Miscellaneous Apartment Equipment		\$5,000.00
ID0103	Dwelling Site(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping)	Upgrade Apartment Kitchen and Bath		\$39,000.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$211,045.35
ID0099	Dwelling Interior(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Other)	Replace Common Area Flooring, Doors, Door Hardware, Paint and Finishes		\$50,000.00
ID0100	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Upgrade Miscellaneous Building Equipment		\$25,490.05
ID0101	Dwelling (Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodore,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Upgrade Apartment Kitchen and Bath		\$67,214.30

2025	
Name	General Description of Major Work Categories
Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Other)	Upgrade Entry Guard, Call For Aid
Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping)	Miscellaneous Site Upgrades



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Work Statement for Year 4 2026				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$124,692.40
ID0111	New Vehicle(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	New Vehicle		\$20,381.00
ID0114	Dwelling Structures(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Upgrades to houses, kitchen, bathroom, flooring, siding, general modernization, etc		\$74,311.40
ID0115	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc		\$30,000.00
	AUTHORITY-WIDE (NAWASD)			\$275,038.25

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Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0112	Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	Mod Cord Salary & Admin Fees		\$71,439.50
ID0113	Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0116	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$10,000.00
ID0124	Operating Fund(Operations (1406))	Routine Maintenance Items and Equipment		\$178,598.75
	CARINO PARK (NJ204000003)			\$179,664.35
ID0118	Dwelling Structure(Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Upgrades to Apartment Units		\$30,000.00
ID0119	Dwelling Equipment(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Interior (1480)-Electrical)	Upgrade Building Equipment		\$28,000.00

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Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0120	Dwelling Equipment(Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Appliances)	Upgrade Miscellaneous Building Equipment		\$69,976.30
ID0121	Dwelling Site(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping)	Miscellaneous Site Upgrades		\$25,490.05
ID0125	Non Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)	Miscellaneous Vehicle Upgrade		\$26,198.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$135,000.00
ID0122	Dwelling Equipment(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Oil Tanks, sewer and water service equipment, pumps, Boiler, mailboxes, etc		\$50,000.00
ID0123	Dwelling Mechanical(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Dwelling Upgrades		\$25,000.00
ID0126	Dwelling Interior(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Other)	Replace Common Area Flooring, Doors, Door Hardware, Paint		\$60,000.00

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Work Statement for Year 4 2026				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Subtotal of Estimated Cost			\$714,395.00

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Work Statement for Year 5 2027				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$297,236.25
ID0034	Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	Mod Cord Salary & Admin Fees		\$71,439.50
ID0035	Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	A&E Services		\$15,000.00
ID0037	SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Treework, Sidewalk, Driveway, Fence, Utilities, Etc		\$28,198.00
ID0038	RELOCATION COST(Contract Administration (1480)-Relocation)	Hotel & Food expenses during modernization projects		\$4,000.00
ID0107	Operating Fund(Operations (1406))	Routine Maintenance Items and Equipment		\$178,598.75

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Work Statement for Year 5 2027				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	204-1 SCATTERED SITES (NJ204000001)			\$94,311.40
ID0036	Dwelling Structures(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Upgrades to houses, kitchen, bathroom, flooring, siding, general modernization, etc		\$74,311.40
ID0039	Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Replacement of furnaces, boilers, appliances, pumps, fans, etc		\$20,000.00
	CARINO PARK (NJ204000003)			\$210,214.30
ID0041	Dwelling Structure(Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Miscellaneous Upgrades to Apartment Units		\$30,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2027				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0044	Dwelling Site(Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving)	Miscellaneous Site Upgrades		\$47,214.30
ID0049	Dwelling Site(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other)	Miscellaneous Site Upgrades		\$50,000.00
ID0060	Dwelling Equipment(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Electrical)	Upgrade Fire Alarm System		\$23,000.00
ID0061	Dwelling Equipment(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Mechanical)	Upgrade Generator		\$15,000.00
ID0062	Dwelling Equipment(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Replace Fan-Coil Units		\$45,000.00
	DEPTFORD PARK APARTMENT (NJ204000004)			\$112,633.05
ID0046	Dwelling Equipment(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Oil Tanks, sewer and water service equipment, pumps, Boiler, mailboxes, etc		\$25,490.05

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2027				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0047	DWELLING STRUCTURES(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows)	Miscellaneous Apartment Equipment Upgrades		\$10,000.00
ID0048	Dwelling Interior(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Other)	Replace Common Area Flooring, Doors, Door Hardware, Paint		\$62,143.00
ID0050	Dwelling Mechanical(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Miscellaneous Dwelling Upgrades		\$15,000.00
	Subtotal of Estimated Cost			\$714,395.00



Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 1	2023
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	\$71,439.50
Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Operating Fund(Operations (1406))	\$178,598.75
Subtotal of Estimated Cost	\$279,038.25

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 2	2024
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administrative(Administration (1410)-Salaries)	\$71,439.50
FEES AND COSTS(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,	\$10,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Operating Fund(Operations (1406))	\$178,598.75
Subtotal of Estimated Cost	\$279,038.25

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year    3	2025
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
A&E Services(Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
Relocation Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Relocation)	\$10,000.00
ADMINISTRATIVE(Administration (1410)-Other,Administration (1410)-Salaries)	\$71,439.50
Operating Fund(Operations (1406))	\$178,598.75
Subtotal of Estimated Cost	\$275,038.25

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 4	2026
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	\$71,439.50
Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$10,000.00
Operating Fund(Operations (1406))	\$178,598.75
Subtotal of Estimated Cost	\$275,038.25

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 5	2027
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administrative(Administration (1410)-Other,Administration (1410)-Salaries)	\$71,439.50
Fees and Cost(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$15,000.00
SITE IMPROVEMENTS(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,	\$28,198.00
RELOCATION COST(Contract Administration (1480)-Relocation)	\$4,000.00
Operating Fund(Operations (1406))	\$178,598.75
Subtotal of Estimated Cost	\$297,236.25

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**  
**Schedule of Findings and Questioned Costs**  
**For the Year Ended December 31, 2022**

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***Section 2- Schedule of Financial Statement Findings***

This section identifies the significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements related to financial statements for which *Government Auditing Standards* and audit requirements as prescribed by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey, requires.

No Current Year Findings

***Section 3- Schedule of Federal Award Findings and Questioned Costs***

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs and significant instances of abuse, related to the audit of major Federal programs, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

No Current Year Findings



# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## RESIDENT ADVISORY BOARD

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August 10, 2023

Board of Commissioners  
Housing Authority of Gloucester County  
100 Pop Moylan Blvd  
Deptford, New Jersey 08096

### **Re: Annual Agency Plan for FY 2024**

Dear Board of Commissioners:

The Resident Advisory Board (RAB) received copies of the Annual Agency Plan FY 2024 and its supporting documentation. We reviewed the Plan and met with HAGC staff on the following days: May 10, 2023; May 31, 2023; June 21, 2023; July 12, 2023, August 3, 2023 and August 10, 2023. We have carefully reviewed the information provided to us and we support the following:

1. HAGC's Annual Plan FY 2024.
2. HAGC's "Section 8 Administrative Plan" and the "Admission and Continued Occupancy Policy" for the administration and management of the Section 8 Housing Choice Voucher program and the Public Housing program, respectively. These policies contain procedures, guidance, and more information about protections under federal laws, including the Americans with Disabilities Act of 1990 and VAWA, for the administration of their programs.
3. HAGC's goal to increase the number of affordable housing opportunities available to low-income residents of Gloucester County. Specifically, we support focusing on Section 8 voucher utilization, pursuing new housing development opportunities, supporting the homeownership program, and implementing housing programs benefiting families in danger of homelessness. The RAB is especially supportive of the Residence at South College Drive Project, which will feature a 24-unit midrise apartment building for individuals with developmental and/or intellectual disabilities on the grounds of the Gloucester County Campus of Rowan College of South Jersey. HAGC has awarded 24 Project Based Vouchers to the project, ensuring all units will be affordable to residents at or below 50% of Area Median Income of Gloucester County.

The RAB also suggests the following recommendations to the Plan. We understand recommendations are incorporated into the Plan where applicable.

1. Public Housing – Carino & Deptford Park Apartments, Scattered Sites Homes



- Members of the RAB are especially in favor of the preference for occupancy of both Carino Park and Deptford Park to elderly (62) or near-elderly (50-62) disabled households. We believe the multi-family buildings should exclusively house elderly and near-elderly disabled families and would support any request made by HAGC to maintain this preference. Further, RAB members strongly support an exclusive designation limiting occupancy for these buildings to elderly (62) or near-elderly disabled households.
- Members of the RAB report benefiting from HAGC's Resident newsletters containing updates about program operations for the senior buildings.
- Members of the RAB support HAGC's continued efforts through the ROSS program which provides self-sufficiency, educational and social services for its PH participants. Further, the RAB encourages HAGC's to apply and renew the program when applicable.
- Members of the RAB support HAGC's Congregate Program offering laundry, housekeeping, shopping services and meals to residents to help age in place and maintain independence. Further, the RAB continually supports HAGC's annual application to renew the Congregate Program grant when applicable.
- Members of the RAB support HAGC's continued partnership with Assisted Living Providers who are able to serve the unique medical needs of residents.
- Members of the RAB wish for HAGC to enforce the No Smoking Policy more strictly, as there has been an increase in violations in the buildings, outside of office hours.
- Members of the Board wish to expand resident services and programs including: the installation of television channels in the community rooms, added senior trips and activities for all buildings and expanded outdoors games and activities.
- Members of the RAB support HAGC's Security Plan implemented on January 30, 2023, at PH buildings. THE RAB understands HAGC contacted the Gloucester County Office of Emergency Management and Emergency Medical Services to develop a security system and plan that could properly serve HAGC's residents and as a result, HAGC now has a Security Operations Center (SOC) that is staffed 24/7 with guards employed by HAGC and outfitted with numerous real-time feeds from security camera systems located throughout all HAGC buildings and properties. The security staff will contact the local police to directly respond to incidents monitored by the SOC and can remotely lock/unlock doors for access to all HAGC buildings, as needed. Also, Gloucester County EMS has their own building access codes to easily gain entrance to HAGC buildings in case of emergency. In addition to the SOC, HAGC now employs a supervisory roving guard that patrols each property in an HAGC security vehicle and each building on foot. The roving security guard is also dispatched by the SOC to respond to incidents monitored by the SOC. The RAB understands the new security system and plan also addressed the pull cord system that was in place. Previously, in case of an emergency or fall, residents were often unable to access the pull cords (one was located in the bedroom and one in the bathroom). This created unnecessary delays in emergency service response and HAGC contacted different Housing Authorities to identify and assess what services were provided to their residents, LifeStation was often identified as a reliable service to the aging community and as part of the new security system and plan, HAGC



offered LifeStation pendants to all HAGC residents for assistance, the pendants can be activated anywhere on HAGC property, which is more effective and responsive than the prior pull cord system and the prior onsite contract security guards. The pendant, once activated by the resident, is connected directly to LifeStation who immediately contacts the resident at the phone number provided during enrollment. If the resident does not respond, or if an emergency is notified, LifeStation will immediately notify 911 for response, shortening emergency response times over the previous system.

- Members of the RAB are in support of HAGC amending their Admissions and Continued Occupancy Plan (ACOP) to be in compliance with the Housing Opportunity Through Modernization Act (HOTMA) accordingly regarding allowing over-income families to continue to reside in their current public housing units after a period of 24 consecutive months of being over-income at a market rate rent with no subsidy nor requiring such families vacate their units.

## 2. Agency Wide

- Members of the RAB are in support of HAGC amending their FY2023 Annual Agency Plan to include the disposition of the 62 NJ204-1 PH Scattered Site Homes and progress with the disposition application to HUD.
- Members of the RAB are in support of amending local preferences for Veterans with a discharge other than “dishonorable”, as well as the acceptance of expanded documentation including DD214, NGB-22 or any other government issued record evidencing the type of discharge from service is other than “dishonorable”.
- Members of the RAB support the amendment of the waitlist local preference for all HAGC owned and/or managed properties for inclusion of Veterans and surviving spouses of Veterans as a qualifying requisite for assistance.
- Members of the RAB support the amendment of the waitlist local preference for all HAGC’s HCV program for inclusion of a Lease in place preference.
- Members of the RAB are in favor of HAGC’s Grievance Procedures, as applicable to the Section 8 HCV and Public Housing programs.
- Members of the RAB support HAGC’s continued efforts through the FSS programs and Homeownership programs, which provide self-sufficiency and educational support for participants. Further, the RAB encourages HAGC’s to apply and renew these programs when applicable, while seeking other self-sufficiency opportunities that can benefit participating low and extremely low-income households.
- Members of the RAB support the implementation of HAGC’s Violence Against Women Policy and Emergency Transfer Plan to ensure the proper protections, confidentiality and notices are provided to all persons who are victims of domestic violence, dating violence, sexual assault, and stalking.
- Members of the RAB support the One Strike and You’re Out policy which prohibits program applicants and participants from engaging in certain drug-related, violent, and criminal activity. Each individual case of denial or termination is evaluated on a case-

by-case basis. The RAB supports HAGC amending its ACOP in order to follow Federal and State regulations, such as the FCHA (Fair Chance Housing Act) and understands HAGC must incorporate these regulations in the policy, as directed, however, RAB members favor a stricter policy of conduct for applicants and participants alike.

- Members of the RAB support HAGC implementing streamlined income determinations for households where 90% of their income is from a fixed income source.
- Members of the RAB support HAGC in pursuing rent collections and when all other options have failed the RAB supports pursuing eviction in accordance with the law.

We understand that the above comments and suggestions, when appropriate, have been included in the Annual Plan. We also would like to convey our gratitude for the programs provided by the Housing Authority of Gloucester County.

We look forward to working with you in the future.

Sincerely,

[Redacted Signature]

Vice-Chairperson

[Redacted Signature]

Secretary



**Certifications of Compliance with PHA  
Plan and Related Regulations  
(Standard, Troubled, HCV-Only, and High  
Performer PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**OMB No. 2577-0226**  
**Expires 3/31/2024**

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations  
including PHA Plan Elements that Have Changed**

**Resolution 23-92**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or ☒ Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 01/01/2024, in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;



- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
- The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
  - In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
  - The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
  - The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
  - The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
  - The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  - The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
  - With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
  - The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
  - The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
  - The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
  - The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
  - All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
  - The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

The Housing Authority of Gloucester County  
PHA Name

NJ 204  
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2024  
\_\_\_\_ 5-Year PHA Plan for Fiscal Years 20 \_\_\_\_ - 20 \_\_\_\_

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director **Kimberly Gober**

Name Board Chairman **William W. Bain Jr.**

  
Signature

Date 9/25/2023

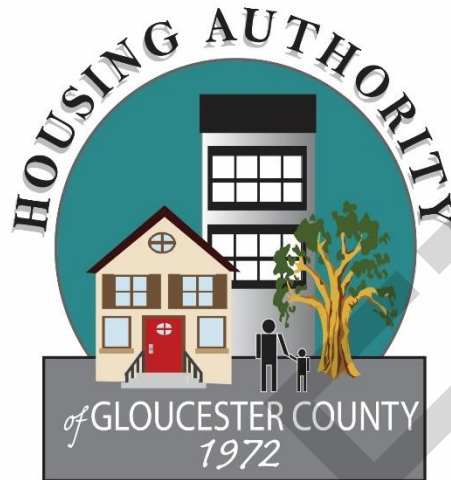
  
Signature

Date 9/25/2023

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**HOUSING AUTHORITY  
OF GLOUCESTER COUNTY**



**EQUAL HOUSING  
OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY**

## **EQUAL HOUSING OPPORTUNITY AND AFFIRMATIVELY FURTHERING FAIR HOUSING POLICY**

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### **A. NONDISCRIMINATION POLICY**

Federal laws require the Housing Authority of Gloucester County (the Authority) to treat all applicants, tenants, and participant 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, disability, sexual orientation, gender identity, and marital status. The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that the Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20;
- The Violence against Women Act of 2013 (VAWA);
- Executive Order 13988 on the Enforcement of the Fair Housing Act;
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Authority shall not discriminate on the basis of any protected class in the leasing, rental, occupancy, use, or other disposition of housing or related facilities. The Authority shall not, on account of any protected class: (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs; (b) Provide anyone housing that is different (of lower quality) from that provided to others; (c) Subject anyone to segregation or disparate treatment; (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; (e) Treat anyone differently in determining eligibility or other requirements for admission; (f) Deny anyone access to the same level of services; or (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

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

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The Authority will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the PHA's housing programs and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988.

The Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

**B. OPERATING JURISDICTION OF THE AUTHORITY**

The operating jurisdiction of the Authority shall consist of the following municipalities.

<u>Municipality</u>	<u>Census Tract #</u>
1. Clayton Borough	5015
2. Deptford Township	5011
3. East Greenwich Township	5006
4. Greenwich Township	5005
5. Glassboro	5014
6. Elk Township	5019
7. Franklin Township	5017
7. Harrison Township	5020
8. Logan Township	5024
9. Mantua Township	5007
10. Monroe Township	5016.01,5016.02
11. National Park	5003
12. Paulsboro	5004
13. Swedesboro	5023
14. Washington Township	5012
15. West Deptford Township	5002
16. Westville	5001
17. Woodbury City	5010
18. Woodbury Heights	5009
19. Woolwich Township	5022

**C. AFFIRMATIVE MARKETING/OUTREACH TO FAMILIES**

It is the Authority's intent to ensure that programs and services will be made known and accessible to all interested and eligible individuals. It is the Authority's intent to market the programs and services to those individuals who have been historically underserved. The Authority will review, update, and create program-wide marketing materials as needed to make them relevant, understandable, and effective to all potential program applicants.

The Authority will use appropriate marketing material and inclusive outreach strategies and approaches to target historically underserved populations. Based on applicable Federal Regulation and New Jersey state law, certain programs are required to develop an Affirmative Fair Housing Marketing (AFHM) Plan

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which serves to identify, target, and outreach segments of the eligible populations which are least likely to apply to the housing program. The individual AFHM will be reviewed and updated every five (5) years.

The waiting list for each housing assistance program will be opened or closed at the discretion of the Authority's Executive Director considering the available funding, length of the waiting listing and whether the waiting list includes a sufficient number of income eligible applicants as determined by program requirements.

Applicants for whom the waiting list is open must be placed on the waiting list unless the Authority determines the family to be ineligible based on program requirements. Where the family is determined to be ineligible, the Authority must notify the family in writing. All registrants will be placed on the waiting list in accordance with the applicable Federal Regulations governing the program, and the Authority's established policy. The waiting lists will be assembled in accordance with the applicable Federal Regulations governing the program and the Authority's established policy. Placement on the waiting list does not indicate that the family is, in fact, eligible. Applicant preferences vary by housing program and are clearly specified within the applicable governing policy for each program.

When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, the Authority may stop accepting new applications and close the waiting lists. When the wait list is closed, the Authority will not maintain a list of individuals who wish to be notified when the wait list is re-opened.

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

As conditions may require, the Authority will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. The Authority may issue public announcements of availability to encourage applications for assistance. The Authority will monitor the benefits received, as a result of marketing activities, and will increase or decrease the outreach activities accordingly. Some of the marketing efforts in which the Authority may engage, depending on the situation, include the following:

1. Review marketing and advertising materials to ensure compliance with Fair Housing laws and requirements.
2. Distribute marketing materials and make same available on the Authority's website, all of which contain the Equal Opportunity language and logo, to all persons who made an inquiry regarding housing assistance. Distribute same to town halls, social services offices, and other places of public interest.
3. Publish special notices containing the Equal Opportunity logo in a newspaper of general circulation, such as the South Jersey Times, to announce the availability of funds/units and/or



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waiting list openings.

4. Display posters containing the Equal Opportunity language and logo in all Authority offices and owned/managed properties.
5. Authority personnel shall maintain personal contact with various agencies such as Gloucester County Social Services, Gloucester County Human Services Advisory Council, VOA Homeless Shelter, Gloucester County Division of Senior Services and inform such contacts of waiting list openings.
6. Special outreach to minorities, persons with disabilities and very low-income families are accomplished through direct personal contact and direct mail to various agencies/community service providers that encourage such groups to register for housing assistance.
7. Special outreach to groups that are the least likely to apply, as determined by any applicable or required Affirmative Fair Housing Marketing Plan, include direct personal contact and direct mail to community service providers to encourage members of the identified groups that participate with the service providers in other activities to register for housing assistance with the Authority.
8. As determined by any applicable Affirmative Fair Housing Marketing Plan, it has been the past experience of the Authority and is anticipated in the future that a sufficient number of residents within the Operating Jurisdiction of the Authority will register for assistance. Accordingly, no special outreach for these persons expected to reside will be undertaken. The Supervisor of the Intake Department shall review/monitor the wait list monthly. Should the circumstances change, she will perform special outreach services for these persons.
9. Maintain training and resource material for all Authority staff involved in program administration and conduct and/or make available regular trainings on fair housing and civil rights compliance.

### **D. OUTREACH TO OWNERS AND PROMOTING GREATER OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION FOR THE SECTION 8 PROGRAM**

The Authority continuously markets program utilization among property owners outside areas of low income and minority concentration, as determined by census data. A history of the Authority has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county-based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on the Authority's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff is readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with Social Serve website. The Authority staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, the Authority provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school,

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employment, childcare availability, shopping and public transportation.

Effective 2018, HAGC began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher Program. The zip-code based payment standards, derived from localized rent for each zip-code, allows HCV families to rent units in higher cost areas that have higher cost rents. The SAFMRs allow families to choose a unit across more neighborhoods with higher rents that may have high-performing schools, low levels of poverty and access to greater amenities. In most zip codes, the SAFMRs exceeds the FRMs and therefore are advantageous to voucher holders. HAGC works to negotiate contract rent amounts to help facilitate lease ups access to

Some actions to be taken which promote opportunities for families outside areas of low-income and minority concentration and market the program to owners include the following:

1. Provide one on one orientation with owners of new complexes/properties or new owners of existing complexes/properties.
2. Address various landlord groups, prospective real estate investors, and those who attend community meetings.
3. Provide prospective clients at the Tenant Briefing Class a list of property owners and referrals to Social Serve data base listing all available units.
4. At the time of issuance, and as part of continued counseling provided to assisted tenants, the Authority staff help clients to determine the type of area, location, and special location needs of the family, and advise clients of available units in such areas. Special needs may include schools, location of employments, childcare center, shopping, and public transportation.
5. The family will be supplied a briefing packet containing the items and information specified in 24 C.F.R. § 982.301(b) which shall include information regarding discrimination in housing. In the event the oral briefing is conducted remotely, documents contained within the briefing packet will be accessible in advance on the Authority's website and/or via electronic communication to the participant.
6. The Authority will review the Section 8 Payment Standards annually to make certain the rents are affordable to extremely low-income families outside areas of low income and minority concentrations in accordance with the requirements of the Small Area Fair Market Rent Rule. The Authority will consider and establish Payment Standards in accordance with funding levels and budgetary constraints.

### **E. OPERATIONS**

In order to further the objectives of nondiscrimination, the Housing Authority shall:

1. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
2. Prominently display a Fair Housing Poster in every development office owned/and or

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managed by the Housing Authority and in the Housing Authority's main office.

3. Use the Equal Housing Opportunity logo and/or language in all advertising and in all marketing publications of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
4. The Housing Authority shall consider all requests for reasonable accommodations and modifications in accordance with the applicable Federal, State and local law and Policy governing reasonable accommodations and modifications for individuals with disabilities.
5. In accordance with its Language Assistance Plan, the Authority will take affirmative steps to communicate with people who need services or information in languages other than English. At this time, English is the predominant language.
6. For more information regarding the operating policies of the Authority, specifically accepting and processing applications, preferences, the organization of the waiting lists, and assisting a family that claims illegal discrimination, please refer to the Section 8 Administrative Plan, the Public Housing Admissions and Continued Occupancy Policy, and the individual management plans as applicable. These policies shall be incorporated into this Equal Housing Opportunity Policy by reference.
7. The Authority does not intend to subcontract with a fair housing organization.
8. The Authority will maintain all records, which include relevant newspaper advertisements, pre-applications, application files, client files, contacts made with various agencies/community service providers, and contacts made with various landlords and landlord groups, in accordance with the laws and regulations previously referenced in this policy.
9. The Authority shall provide fair housing counseling services or refer individuals who believe they are victims of housing discrimination to fair housing agencies.
10. The Authority shall provide appropriate staff training on the implementation of the Fair Housing Act.
11. The Authority shall update and review policies impacting the provisions of the Fair Housing Act.
12. The Authority shall recruit landlords and service providers in areas to expand the housing choice to program participants in as much as the funding for the various programs permit.
13. The Authority shall maintain records of each family's race, ethnicity, familial status, and disability status on the prescribed Form HUD-50058.
14. The Authority shall follow all applicable laws, rules, and regulations with respect to Fair Housing and Equal Opportunity Housing.

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**F. REPORTING DISCRIMINATION**

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

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

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