

MANAGEMENT PLAN

RESIDENCE AT SOUTH COLLEGE DRIVE
100 SOUTH COLLEGE DRIVE
SEWELL, NEW JERSEY 08080

ADOPTED:
March 26, 2025

REVISED:
October 22, 2025

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I. INTRODUCTION

Managing Agent: Housing Authority of Gloucester County
Owner: Gloucester County Housing Development Corporation
Project: Residence at South College Drive
Location: 100 South College Drive, Sewell, NJ 08080

Gloucester County Housing Development Corporation (GCHDC) is the owner of the Residence at South College Drive (RSCD). RSCD is a housing project designed for developmentally and intellectually disabled adults who can reside independently. Residents will pay 30% of their monthly adjusted income (not to exceed New Jersey Department of Community Affairs (NJDC) rent limits) towards rent and utilities due to the development having Section 8 Project-Based Vouchers. As managing agent, the Housing Authority of Gloucester County (HAGC) shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by the U.S. Department of Housing and Urban Development (HUD) and HAGC under the Project-Based Voucher (PBV) Program, and in compliance with the PBV Housing Assistance Payments Contract (PBV HAP Contract). This Management Plan describes the functions of HAGC in performing its services in accordance with the Management Agreement, and all applicable federal and state laws and regulations.

II. PROJECT DESCRIPTION

Located within the grounds of the Gloucester County Campus of Rowan College of South Jersey in Deptford Township, RSCD is a 3-story residential building containing 24 1-bedroom units. Individual units include fully adaptable kitchens and bathrooms. The building features common areas including laundry room facilities, community room, lounges, storage, kitchen, pantry, meeting rooms for onsite supportive services, and onsite parking. The building is smoke-free, with smoking being limited to an outdoor designated area.

The property includes outdoor green space, low-maintenance landscaping, recreational area, gazebos and is accessible.

The building is located in close proximity to the Bankbridge Development Center (BDC) and the Adult Center for Transition (ACT), both of which provide supportive services to residents of RSCD. The nature and extent of resident supportive services will vary and be individually tailored to the needs of the residents based on the assessments of the service providers and service plans prepared by the on-site social worker. A Supportive Services Agreement between the County of Gloucester, GCHDC and Rowan College of South Jersey (RCSJ), dated May 30, 2025, for the provision of supportive services for the Project is attached hereto as Exhibit A and incorporated herein by reference.

III. MANAGEMENT AND OPERATIONS

The provisions of this Management Plan shall commence upon the approval of this Management Plan by Resolution of the HAGC Board of Commissioners (Board of Commissioners). The administration of RSCD shall be consistent with the rules and regulations established by HUD

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under the Section 8 Housing Choice Voucher Program for Project-Based Vouchers, and the New Jersey Department of Community Affairs (NJDCA), as applicable.

In the absence of specific rules, regulations, or procedures not addressed by HUD, NJDCA as applicable, or in this Management Plan, the policies of HAGC as adopted by the Board of Commissioners, and procedures promulgated thereto by HAGC, shall prevail.

A. EXECUTIVE DIRECTOR

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

The Executive Director shall supervise all operating departments of RSCD through various managers, act as Contracting Officer, prepare annual budgets, administer reserve and escrow accounts, invest funds, administer insurance program and carry out the overall affairs of RSCD. The Executive Director shall, from time to time, meet with and confer with partnering agencies to provide information and collaborate as necessary.

B. AFFORDABLE HOUSING OPERATIONS DIRECTOR

HAGC's Affordable Housing Operations Director (AHO Director) shall be responsible for all building maintenance, utilities, contracted services, housekeeping, grounds, maintenance, general upkeep and security of the property.

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

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

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

The AHO Director, or designee, shall conduct an annual inspection of the Project in accordance with prevailing requirements and take appropriate action to correct maintenance deficiencies found.

The AHO Director shall regularly review work order reports and conduct walk-through

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inspections of common areas and grounds of the Project. Inspection deficiencies, including the lack of cleanliness or maintenance, shall be noted and action taken to mitigate such deficiencies.

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

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

C. ASSIGNED MAINTENANCE PERSONNEL

The AHO Director shall assign maintenance personnel responsible for the day-to-day maintenance-related operations of the Project, including but not limited to the following duties:

- Maintenance of a clean safe building.
- Repair/replacement of anything in disrepair.
- Management of contracted services.
- Elevator Maintenance.
- Exterminator Service.
- Specialty Contracts.
- Other, as determined by the Executive Director or designee.
- Management of RCSJ coordinated services.
- Trash Removal.
- Grounds Maintenance.
- Snow Removal.
- Management, tracking and performance of work orders.
- Maintenance of utilities and building systems.
- Enforcement of leases.
- Securing quotations for contracted services.
- Preparing units for re-occupancy.
- Orienting new tenants to the building and its rules and regulations.

Each unit shall be inspected to ensure adequate maintenance at least annually. The assigned maintenance personnel shall conduct an inspection at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, and remedial actions taken as required.

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

IV. MAINTENANCE AND REPAIR

HAGC will operate a Maintenance and Repair Program. HAGC has a standard program for preventative maintenance on all equipment. When a tenant needs maintenance performed in their unit, the tenant reports the work order through a work order phone number. Work orders are monitored and tracked through the Unified Work Order System (UWOS). The assigned maintenance personnel shall complete work orders as soon as practical, based on priority.

All emergency work orders will be abated within 24 hours. The history of work orders contained within the UWOS shall be reviewed monthly by assigned maintenance personnel.

After a tenant vacates a unit, HAGC will check all appliances and ensure that everything is in proper operating condition. The unit will be treated by an exterminator, if appropriate, and all defective items repaired or replaced, and the unit thoroughly cleaned before re-renting.

A painting program will be maintained by assigned maintenance personnel supervised by the AHO Director. All vacancies shall be monitored to determine if painting prior to re-occupancy is necessary.

Trash will be deposited in a designated area. A recycling program will be in operation and shall comply with local regulations governing such programs.

HAGC will coordinate with the Rowan College of South Jersey for certain services, such as snow removal, grounds maintenance and trash removal. HAGC shall contract extermination and elevator maintenance services.

V. COMPENSATION

HAGC shall earn a monthly management fee, in accordance with the Management Agreement, on the first (1st) day of each month for the duration of the Management Agreement. All fees shall be paid in a timely manner in accordance with the terms and conditions of the Management Agreement.

VI. FINANCIAL MANAGEMENT

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

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

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- Year-end financial statements shall be prepared by the Finance Director.
- All financial records will be retained for five (5) years.
- Records requested by the NJDCA or HUD will be made available upon request.
- Executive Director and Finance Director will meet as necessary to resolve financial matters.
- All required financial reporting shall be made to NJDCA and HUD as required.

VII. BUDGET

Prior to the commencement of each fiscal year, the Finance Director shall prepare a budget and submit it to the Executive Director for review and approval at least sixty (60) days prior to year-end.

The projected revenues shall be at least equal to the projected expenditures. The budget shall be prepared in accordance with the procedures established by HUD for PBV Programs and the requirements of Grant/Loan Agreement #2023-02360-0862-00 between NJDCA and GCHDC (NJDCA Grant Agreement).

Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Agreement.

All budgets, and any subsequent revisions, shall be reviewed by the Executive Director. Included in the budget shall be the management fees expected to be paid to HAGC, the anticipated audit fees, all amounts needed to maintain and operate the Project in accordance with the PBV HAP Contract, the Management Agreement and applicable HUD regulations.

VIII. RENT COLLECTIONS

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

Tenant rent may be paid via ACH debit payment. Tenants may also pay rent by delivering or mailing payment to HAGC's Administrative Office, 100 Pop Moylan Blvd., Deptford, NJ 08096, or via credit card by contacting HAGC's Finance Department. Upon receipt of funds, a receipt is posted to the respective tenant's subsidiary accounts receivable ledger.

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

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Partial payments will be accepted; however, payment in full is expected. In accordance with applicable State law and the executed leases, HAGC may assess a late fee for late rent and may pursue legal action including eviction for non-payment of rent.

IX. PROJECT REVENUE

HAGC shall collect Project Revenue, in accordance with the procedures described in “Rent Collections,” above, and deposit such revenue into the operating account (a checking account) within three (3) business days. All security deposits shall be deposited into a separate security deposit bank account in accordance with State law.

X. PURCHASES

Procurement for RSCD will be conducted by the applicable HAGC staff in accordance with the controlling documents (such as regulatory agreements) and HAGC’s Procurement Policy (Procurement Policy), except that GCHDC is not a public body and is not subject to the provisions in the Procurement Policy relating to the New Jersey Local Public Contracts Law (LPCL).

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by and consistent with the Procurement Policy, except for provisions relating to the LPCL. The Executive Director, as Contracting Officer of HAGC, shall approve certain purchases prior to issuance of purchase orders per the Procurement Policy.

XI. ACCOUNTS PAYABLE

The AHO Director and Finance Director shall approve routine claims for payment. All Accounts Payable will be vouched in a manner as prescribed by the Procurement Policy. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. The Board of Commissioners shall acknowledge all disbursement through review of the interim and routine bill lists at the monthly Board Meetings.

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

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

Checks in excess of \$1,000.00 require two (2) signatures.

XII. AUDIT

The Executive Director shall request proposals for an independent audit of GCHDC in accordance with the appropriate regulatory requirements.

The staff of HAGC shall cooperate with the Auditor to conclude the audit in the earliest practical

time.

The completed audit shall comply with the requirements of the NJDCA Grant Agreement, and the Executive Director shall take action to correct any audit finding.

XIII. PROJECT ELIGIBILITY, PREFERENCES, APPLICATIONS, TENANT SELECTION, AND WAITING LIST

HAGC shall determine eligibility and select and admit applicants into RSCD in accordance with the terms of the PBV HAP Contract and HAGC's Section 8 Administrative Plan.

A. PROJECT ELIGIBILITY

In order to be eligible to reside at RSCD, applicants must be able to reside independently and meet the following definition of a developmentally or intellectually disabled adult:

An individual over the age of 18 years who has a disability and is eligible for special education services under IDEA (Individuals with Disabilities Education Act) in accordance with §300.304 through 300.311 as having an intellectual disability, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance (referred to in this part as "emotional disturbance"), an orthopedic impairment, autism, traumatic brain injury, other health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services; however, an Individualized Education Plan (IEP) shall not be required.

Applicants must receive a referral from RCSJ's Special Services Department, evidencing such project eligibility requirements. To obtain the required referral, please contact the RCSJ Special Services Department at RSCD@rcsj.edu. Said referral is required for HAGC to deem a housing application complete prior to processing for PBV Program eligibility in accordance with HUD regulations and HAGC's Section 8 Administrative Plan.

B. PREFERENCES

1. Residency Preference

(a) Eligibility for Residency Preference. A local residency preference will be given to eligible RSCD PBV applicants whose head, co-head, or spouse reside or work in, or are hired to work in, HAGC's Operating Jurisdiction.

(i) An applicant who is a resident of or works in HAGC's 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 HAGC's

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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 HAGC's Operating Jurisdiction immediately prior to becoming homeless.
- (iii) Applicants who have been notified that they are hired to work in HAGC's Operating Jurisdiction are treated as residents of HAGC's Operating Jurisdiction.
- (iv) An applicant who resides and works outside HAGC's 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 HAGC's Operating Jurisdiction. The applicant must, at the time of eligibility determination, live or work within HAGC's 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 HAGC's Administrative Plan for documents which are acceptable forms of proof of residency.
- (c) HAGC's Operating Jurisdiction. The following Gloucester County communities are included in HAGC's Operating Jurisdiction: 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.).

2. Veterans and Surviving Spouses Preference

HAGC has established a preference for veterans and surviving spouses in accordance with *N.J.A.C. 5:40-2.2*. Within the preference for veterans and surviving spouses, HAGC has established priority to eligible applicants in the following order:

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- (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 RSCD. 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”.

3. Special Needs Preference

Any current participant, or a former graduate, of the RCSJ Adult Center for Transition (ACT) or Schools for Neurodiversity at Gloucester County Special Services School District will receive a preference. To be eligible for such preference, an applicant must obtain a certification from the RCSJ Special Services Department certifying that the applicant is a current participant, or former graduate, of the above identified programs. To obtain the required certification, please contact the RCSJ Special Services Department at RSCD@rcsj.edu. Eligible applicants will be awarded fifteen (15) preference points.

C. APPLICATIONS

All RSCD PBV applications shall be filed electronically online through HAGC’s website at www.hagc.org. Applicants may submit their applications through an alternative means upon the request of a reasonable accommodation in accordance with this Management Plan. In order for an application to be deemed complete for processing by HAGC, the application must contain a referral from RCSJ’s Special Services Department, evidencing eligibility requirements (see Article XIII, Section A above). HAGC shall publicly announce the acceptance of applications for both the initial and subsequent occupancy of RSCD. Said announcements shall be published in HAGC’s officially designated newspaper and be posted on HAGC’s website at www.hagc.org.

D. TENANT SELECTION; WAITING LIST

Tenants for the initial occupancy of RSCD will be selected from a lottery by preference in accordance with HUD regulations. All eligible applicants submitting a complete application for initial occupancy shall be eligible for the lottery. If selected, HAGC shall screen applicants for suitability in accordance with this Management Plan. When all twenty-four (24) units have been filled, the remaining eligible applicants will be placed on

the initial RSCD waiting list by preference in order of selection in the lottery. Thereafter, as units become vacant, eligible applicants will be selected in order of placement on the initial waiting list for screening. Once the initial waiting list is established based upon eligible applicants participating in the lottery, HAGC, when necessary, shall reopen the waiting list for eligible applicants to apply by publicly announcing the acceptance of applications for placement on the waiting list by date and time of application submission. Opening and closing of the waiting list shall be at the discretion of HAGC and shall comply with HUD regulations.

XIV. SCREENING 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.* 5.854, 24 *C.F.R.* 5.856-5.857, and 24 *C.F.R.* 982.553, HAGC must deny admission to the Program of an applicant if:
1. Any household member has been evicted from federally assisted housing for drug-related criminal activity within the past three years;
 2. Any household member is currently engaged in the illegal use of a drug;
 3. Any household member's illegal use or a pattern of illegal use of a drug may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 4. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
 5. Any household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 6. Any household member is subject to a lifetime registration requirement under a state

sex offender registration program.

- B. In accordance with federal regulation 24 *C.F.R.* 5.855 and 24 *C.F.R.* 982.553, HAGC may deny admission to the Program of an applicant if any household member:
1. Is currently engaged in, or has engaged in during a reasonable time before the admission decision, drug-related criminal activity;
 2. Is currently engaged in, or has engaged in during a reasonable time before the admission decision, violent criminal activity;
 3. Is 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
 4. Is currently engaged in, or has engaged in during a reasonable time before the admission decision, other criminal activity which may 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.

XV. SCREENING FOR TENANT SUITABILITY BASED ON CRIMINAL ACTIVITY

Once HAGC determines an applicant eligible for admission into the PBV 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 tenant suitability 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:

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- (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.A. 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

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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.

XVI. SCREENING 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 (5) 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 PBV 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:

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- (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 PBV 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 may be subject to third party verification.
4. HAGC will complete a credit check and a rental history check on all applicants. An eviction within the past five (5) years, a housing debt, or a utility collection action will result in 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. 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.
8. 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 the lease.

XVII. DENIAL OF ASSISTANCE

HAGC shall deny assistance to applicants who do not meet PBV eligibility or tenant suitability criteria as set forth above, or in HUD statutes and regulations. The AHO Director, or designee, must notify said applicant, in writing, of the denial and the reason for such denial. Applicants may request an informal review in accordance with HAGC's Grievance Policy or One Strike & You're Out Policy, as applicable.

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

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

XVIII. OCCUPANCY STANDARDS/ UNIT ASSIGNMENTS

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

No more than two (2) persons, who shall include a live-in aide, shall be assigned to a one-bedroom unit. All live-in-aides must be certified as needed as a reasonable accommodation and must vacate within thirty (30) days after termination of occupancy of the lease as a written condition in the applicable lease prior to occupancy by the live-in-aide.

The AHO Director shall maintain an ongoing list of files ready for assignment to vacated units and shall complete all processing for final preparation for leasing in sequential order. Should there be multiple vacancies, unit assignments shall generally be to the unit vacant for the longest time. In a designated accessible unit, HAGC shall attempt to match an applicant needing the features of the designated unit.

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The AHO Director shall make all offers to applicants for specific assignments to units, in writing, and shall maintain a written record of the acceptance/rejection of all offers made.

The AHO Director shall prepare all lease documents, review leases and rules with new tenants, arrange for leasing the unit, coordinate leasing with assigned maintenance personnel and orient tenant to applicable procedures.

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

XIX. TRANSFERS

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. A transfer list will be maintained which shall include the date on which the need for a transfer was evidenced by HAGC, number of persons in the unit and unit size.

GCHDC will pay for a tenant's move based on a reasonable accommodation transfer for a disability unless doing so would constitute an undue financial and administrative burden.

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

- A. Emergency Transfers are mandatory when HAGC determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety, or alleviate verified medical problems of a life-threatening nature.
- B. Administrative transfers include mandatory transfers to: alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization of units; perform work (e.g., repair, modernization, or lead hazard reduction work); or permit an applicant 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 HAGC 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).

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

In general, and in all cases of all resident-requested transfers, residents will be considered for transfer only if the head of household and any other family members for the past two (2) years: have not engaged in criminal activity that threatens the health and safety of residents and staff; do not

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owe back rent or other charges, or evidence a pattern of late payment; meet reasonable housekeeping standards and have no housekeeping lease violations.

XX. REEXAMINATIONS

HAGC shall perform annual and interim reexaminations of the tenants for the PBV in accordance with HAGC's Section 8 Administrative Plan.

XXI. RENTS

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

- A. Thirty Percent (30%) of adjusted monthly income, as determined in accordance with regulations established by HUD; or
- B. Ten Percent (10%) of gross monthly income, as determined in accordance with regulations established by HUD.

There shall be no minimum rent amount.

XXII. LEASE COMPLIANCE

Tenancies shall be governed by the terms of the lease including all house rules and applicable HAGC policies including but not limited to HAGC's Animal Policy and HAGC's Smoke-Free Policy. HAGC's rights to remove or terminate assistance are established in the lease. A tenant must notify HAGC when overnight guests will be staying in the unit for more than seven (7) days. A guest can remain in the unit no longer than fourteen (14) days in a twelve (12)-month period. A tenant may request an exception to this requirement for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last twenty (20) consecutive days).

The lease shall comply with New Jersey Landlord Tenant Laws and shall contain the Tenancy Addendum as required by the Section 8 HCV PBV. The form of lease shall not be unnecessarily punitive and shall be consistent with Federal and State law.

XXIII. VAWA

HAGC shall comply with the requirements of the Violence Against Women's Act (VAWA) in accordance with HAGC's Violence Against Women Reauthorization Act Policy.

XXIV. SECURITY DEPOSITS

HAGC will collect, deposit and disburse security deposits in accordance with the terms of the lease and the governing provisions of all applicable laws of the State of New Jersey with respect to residential units and will provide the requisite notices to tenants regarding the same. The amount

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of each security deposit shall equal one and one-half of the total monthly rent on the particular unit being leased. Security deposits will be deposited by HAGC in individual accounts, within a master interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. Interest earned will be credited to each tenant's deposit, and refunds of security deposits will be made, in accordance with the laws of the State of New Jersey. In the event that security deposits are funded via a third-party funding provider, the security deposit and any interest earned thereon shall be refunded to such third-party funding provider and shall not be refunded to the tenant.

XXV. NON-DISCRIMINATION

Federal laws require HAGC to treat all applicants and tenants equally, providing the same quality of service, regardless of tenant 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.
- The Violence against Women Act of 2013 (VAWA).
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

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 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

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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. 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 program 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.

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 or 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.

XXVI. PERSONS WITH DISABILITIES

HAGC is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. 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.

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.

A. Definitions

A person with a disability, as defined by the Federal Fair Housing Act, is an individual

who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. As used in this definition, the phrase “physical or mental impairment” shall have the meaning as assigned by the Federal Fair Housing Act, 24 CFR 1000.201.

B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation at any time. The individual, HAGC, or another person identified by the individual, must reduce all requests for reasonable accommodation(s) to writing. The individual must explain what type of accommodation is required to provide the individual with a disability full access to HAGC’s programs. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual.

C. Verification of Reasonable Accommodation Request

Before providing an accommodation, HAGC must determine that the individual meets the definition of a person with a disability, and that the accommodation will enhance the individual’s access to HAGC’s programs. HAGC will request third-party verification to support the 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 dispose of it. In place of the information, HAGC will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the Licensed Health Care Professional who sent the information. In addition, HAGC may request that the individual, or the individual’s Licensed Health Care Provider, suggest alternate reasonable accommodations. If a person’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 will be required.

D. Denial of Request for Reasonable Accommodation

HAGC can deny a request for 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 HAGC’s housing programs; an undue financial and administrative burden on

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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 alternative accommodations that would effectively address the individual's disability-related need without violating the law, a fundamental alteration of HAGC's housing programs, and/or imposing an undue burden.

XXVII. TENANT RELATIONS

Tenant grievances will be handled in accordance with the lease and HAGC's Grievance Policy. HAGC's Grievance Policy can be found at www.hagc.org. Management will be instructed to be receptive to each tenant's housing complaint and to take affirmative steps to help the tenant recognize the fact that management is aware of the tenant's problem or concern and the interests of the tenant.

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

Tenants shall direct all requests for supportive services to the on-site social worker.